

# Contract for the Sale and Purchase of Residential Real Estate

First Edition

This document has been approved by The Real Estate Institute of Queensland Limited and the Queensland Law Society Incorporated as being suitable for the sale and purchase of residential real estate in Queensland.

**The Seller and Buyer agree to sell and buy the Property under this contract.**

## REFERENCE SCHEDULE

**Contract Date:** \_\_\_\_\_ *If no date is inserted, the Contract Date is the date on which the last party signs the Contract*

## PARTIES

### SELLER

NAME: \_\_\_\_\_ ABN: \_\_\_\_\_

Emily Frances Albury

ADDRESS: 25 Quiet Valley Crescent

SUBURB: Buderim STATE: QLD POSTCODE: 4556

PHONE: \_\_\_\_\_ MOBILE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

NAME: \_\_\_\_\_ ABN: \_\_\_\_\_

Jake Adam Albury

ADDRESS: 25 Quiet Valley Crescent

SUBURB: Buderim STATE: QLD POSTCODE: 4556

PHONE: \_\_\_\_\_ MOBILE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

### SELLER'S AGENT

NAME: \_\_\_\_\_

S/CST RE1 PTY LTD t/a MCGRATH BUDERIM & DIESEL PROPERTY BUDERIM PTY LTD

ABN: 22 608 842 440 / 93 658 475 ( 93 658 475 050 ) LICENCE NO: 3986841/ 3921162

ADDRESS: 2/8 King Street (PO Box 203)

SUBURB: Buderim STATE: QLD POSTCODE: 4556

PHONE: 07 5319 0071 MOBILE: \_\_\_\_\_ EMAIL: NatalieStorm@mcgrath.com.au; MattDiesel@mcgrath.com.au

### SELLER'S SOLICITOR

← or any other solicitor notified to the Buyer

NAME: \_\_\_\_\_

Good Law QLD

REF: \_\_\_\_\_ CONTACT: \_\_\_\_\_

Sian McNamara

ADDRESS: 1/7 Bells Reach Drive

SUBURB: Caloundra West STATE: QLD POSTCODE: 4551

PHONE: 0494 089 332 MOBILE: \_\_\_\_\_ EMAIL: sian@goodlawqld.com.au

### BUYER

NAME: \_\_\_\_\_ ABN: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

SUBURB: \_\_\_\_\_ STATE: \_\_\_\_\_ POSTCODE: \_\_\_\_\_

PHONE: \_\_\_\_\_ MOBILE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

NAME: \_\_\_\_\_ ABN: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

SUBURB: \_\_\_\_\_ STATE: \_\_\_\_\_ POSTCODE: \_\_\_\_\_

PHONE: \_\_\_\_\_ MOBILE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

**INITIALS** (Note: initials not required if signed with Electronic Signature)

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**BUYER'S AGENT** (If applicable)

NAME: \_\_\_\_\_

ABN: \_\_\_\_\_ LICENCE NO: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

SUBURB: \_\_\_\_\_ STATE: \_\_\_\_\_ POSTCODE: \_\_\_\_\_

PHONE: \_\_\_\_\_ MOBILE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

**BUYER'S SOLICITOR**

← or any other solicitor notified to the Seller

NAME: \_\_\_\_\_

REF: \_\_\_\_\_ CONTACT: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

SUBURB: \_\_\_\_\_ STATE: \_\_\_\_\_ POSTCODE: \_\_\_\_\_

PHONE: \_\_\_\_\_ MOBILE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

**PROPERTY**

**LOT:** ADDRESS: 25 Quiet Valley Crescent  
 SUBURB: Buderim STATE: QLD POSTCODE: 4556

**DESCRIPTION:** **LOT:** 4 **PLAN:** RP814197 **AREA:** 895sqm ← more or less

**TITLE REFERENCE:** 18173167 **SOLD AS:**  Freehold  Leasehold

Built On  Vacant ■ if neither is selected, the Lot is treated as being Freehold.

**Present Use:** Place of Residence

**Local Government:** Sunshine Coast

**Excluded Fixtures:** \_\_\_\_\_ ■ attach annexure for additional space

**Included Chattels:** DISHWASHER || SWIMMING POOL EQUIPMENT || ■ attach annexure for additional space

**PRICE****Cyber Warning**

Cyber criminals are targeting real estate transactions by sending fraudulent electronic communications (emails) impersonating lawyers and real estate agents. BEFORE you pay any funds to another person or company using information that has been emailed to you or contained in this Contract, you should contact the intended recipient by telephone to verify and confirm the account details that have been provided to you.

**PURCHASE \$**  
**PRICE:** \_\_\_\_\_

**DEPOSIT:**  
Initial Deposit \$ \_\_\_\_\_  
payable on the day the Buyer signs this contract unless another time is specified below:  
Within One Business Day of Contract Date

Balance Deposit \$ \_\_\_\_\_  
(if any) payable on: Within One Business Day of  
Unconditional Contract

**NOTE:** failure to pay the deposit on the date(s) specified may result in termination of the contract and forfeiture of the deposit to the Seller.

<b>Deposit Holder:</b>	MCGRATH BUDERIM
<b>Deposit Holder's Trust Account:</b>	S/CST RE 1 PL MCGRATH BUDERIM
<b>Bank:</b>	ANZ
<b>BSB:</b> 014 650	<b>Account No:</b> 4606 42848

**DEFAULT INTEREST RATE:** \_\_\_\_\_ %

■ If no figure is inserted, the Contract Rate applying at the Contract Date published by the Queensland Law Society Inc will apply.

**INITIALS** (Note: initials not required if signed with Electronic Signature)

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## SETTLEMENT

SETTLEMENT DATE: \_\_\_\_\_

- or any later date for settlement in accordance with clause 6.2, 6.3 or 11.6(1) or a special condition of this contract or under s79, s80 or s81 of the Property Law Act 2023.

**WARNING:** The Settlement Date as stated may change. If you require settlement on a particular date, seek legal advice prior to signing.

## GST

[Select one. For sale of house or residential land or residential unit between parties who are not registered or required to be registered for GST, select first option]

Completing the GST items may have significant consequences for the Seller and Buyer. The Seller and Buyer should seek professional advice about completion of the GST item and should not rely on the Agent to complete.

- No GST is payable or Purchase Price includes GST (if any) [clause 10.2 applies]
- Buyer must pay GST in addition to the Purchase Price [clause 10.3 applies]
- Margin Scheme [clause 10.4 applies]
- Going concern [clause 10.5 applies]
- Farm Land [clause 10.6 applies]

[If not completed, clause 10.2 No GST is payable or Purchase Price includes GST applies]

## GST WITHHOLDING OBLIGATIONS

Is the Buyer registered for GST and acquiring the Property for a creditable purpose?

- No  
 Yes

← **WARNING:** the Buyer warrants in clause 3.3(5) that this information is true and correct.

[Note: An example of an acquisition for a creditable purpose would be the purchase of the Property by a building contractor, who is registered for GST, for the purposes of building a house on the Lot and selling it in the ordinary course of its business.]

The Seller gives notice to the Buyer in accordance with section 14-255(1)(a) of the Withholding Law that:

(select whichever is applicable)

- the Buyer is not required to make a payment under section 14-250 of the Withholding Law in relation to the supply of the Property
- the Buyer is required to make a payment under section 14-250 of the Withholding Law in relation to the supply of the Property. Under section 14-255(1) of the Withholding Law, the Seller is required to give further details prior to settlement.

← **WARNING:** All sellers of residential premises or potential residential land are required to complete this notice. Section 14-250 of the Withholding Law applies to the sale of 'new residential premises' or 'potential residential land' (subject to some exceptions) and requires an amount to be withheld from the Purchase Price and paid to the ATO. The Seller should seek legal advice if unsure about completing this section.

## LAND TAX

**NOTE:** This item **must be completed if:**

- the Property is **not** the Seller's principal place of residence (their home); and
- the Seller is not otherwise exempt from paying land tax in connection with the Property.

[select one]

- No adjustment is to be made for land tax
- Land tax is to be adjusted on a single holding basis
- Land tax is to be adjusted on the Seller's actual land tax liability

[If not completed, no adjustment is to be made for land tax]

## CONDITIONS

### FINANCE

Finance Amount: \$ SUFFICIENT TO COMPLETE

Financier: BUYERS CHOICE OF ANY AUSTRALIAN FINANCIAL INSTITUTION

Finance Date: DAYS FROM DATE OF CONTRACT

- Unless all of "Finance Amount", "Financier" and "Finance Date" are completed, this contract is not subject to finance and clause 4.1 does not apply.

### BUILDING AND/OR PEST INSPECTION DATE

Inspection Date: DAYS FROM DATE OF CONTRACT

- If "Inspection Date" is not completed, the contract is not subject to an inspection report and clause 4.2 does not apply.

INITIALS (Note: initials not required if signed with Electronic Signature)

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## MATTERS AFFECTING PROPERTY

### TITLE ENCUMBRANCES:

The Encumbrances listed below **will remain after** settlement under clause 7.2:

**Seller Disclosure Statement was given to the Buyer**

- a. the **registered interests and encumbrances** listed on the title search included in the Seller Disclosure Statement other than any mortgage, caveat or charge; and
- b. the **Unregistered Encumbrances** (note this includes statutory encumbrances affecting the land) disclosed in the Seller Disclosure Statement, unless this contract requires them to be discharged at or before settlement (for example clause 3.5).

**Seller Disclosure Statement was NOT given to the Buyer**

List all Encumbrances that **will remain after** settlement under clause 7.2:

(You need to include specific description of all registered interests, unregistered interests and statutory encumbrances (see definition of Encumbrances)).

### TENANCIES:

Is the Property sold subject to a Residential Tenancy Agreement or Rooming Accommodation Agreement?

No

Yes, details are contained in the attached Tenancies Schedule

### OTHER MATTERS:

#### Residential Tenancy Agreements or Rooming Accommodation Agreements:

Has the Property been subject to a Residential Tenancy Agreement or Rooming Accommodation Agreement at any time within the period of 12 months before the Contract Date?

No

Yes

If Yes, the day of the last rent increase for each residential premises comprising the Property is: \_\_\_\_\_

← **WARNING TO SELLER:** If the Property or any part has been let at any time in the last 12 months the Seller is required under clause 5.5(1)(e) to provide evidence of the last rent increase. Failure to provide evidence by settlement may entitle the Buyer to terminate the contract.

### TREE ORDERS AND APPLICATIONS:

#### Neighbourhood Disputes (Dividing Fences and Trees) Act 2011, section 83:

Is the Lot affected by an application to, or an order made by, the Queensland Civil and Administrative Tribunal (QCAT) in relation to a tree on the Lot?

No

Yes

If yes, a copy of the application or order is given with this contract.

← **WARNING:** Failure to comply with s83 Neighbourhood Disputes (Dividing Fences and Trees Act) 2011 by giving a copy of an order or application to the Buyer (where applicable) prior to Buyer signing the contract will entitle the Buyer to terminate the contract prior to Settlement.

## POOL SAFETY

**Q1.** Is there a pool on the Lot or on adjacent land used in association with the Lot?

No

Yes

**Q2.** If the answer to Q1 is Yes, is there a Pool Compliance Certificate for the pool at the time of contract?

No

Yes

← **WARNING TO SELLER:** If there is a regulated pool on the Lot, under clause 5.5(1)(f) the Seller must provide a Pool Compliance Certificate at settlement. If there is no Pool Compliance Certificate at the Contract Date you must give a Notice of No Pool Safety Certificate to the Buyer prior to entering into this contract

## ELECTRICAL SAFETY SWITCH AND SMOKE ALARM

■ **NOTE:** This section must be completed if there is a domestic dwelling on or comprising the Lot

The Seller gives notice to the Buyer that an Approved Safety Switch for the General Purpose Socket Outlets is:

Installed in the residence

Not installed in the residence

The Seller gives notice to the Buyer that smoke alarms complying with the Smoke Alarm Requirement Provision are:

Installed in the residence

Not installed in the residence

← **WARNING:** By giving false or misleading information in this section, the Seller may incur a penalty. The Seller should seek expert and qualified advice about completing this section and not rely on the Seller's Agent to complete this section.

← **WARNING:** Under clause 7.9 the Seller must install smoke alarms complying with the Smoke Alarm Requirement Provision in any domestic dwelling on the Lot. Failure to do so is an offence under the Fire Services Act 1990.

**INITIALS** (Note: initials not required if signed with Electronic Signature)

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**LOTS IN A COMMUNITY TITLES SCHEME****(COMPLETE IF APPLICABLE)****STATUTORY WARRANTIES AND CONTRACTUAL RIGHTS**

← **WARNING TO SELLER:** The Body Corporate and Community Management Act 1997 and the Contract include warranties by the Seller about the Body Corporate and the Scheme land. Breach of a warranty may result in a damages claim or termination by the Buyer. Sellers should consider whether to carry out an inspection of the Body Corporate records to complete this section.

If the Lot is a lot in a community titles scheme, the Seller gives notice to the Buyer of the following matters:

- (a) Latent or Patent Defects in Common Property or Body Corporate Assets (s 223(2)(a)(b))\*
- (b) Actual or Contingent or Expected Liabilities of Body Corporate (s 223(2)(c)(d))\*
- (c) Circumstances in Relation to Affairs of Body Corporate (s 223(3))\*
- (d) Proposal to Record a New Community Management Statement (clause 12.9(1)(a))
- (e) Unapproved improvements on common property benefitting the Lot (clause 12.9(1)(b))\*
- (f) Outstanding by-law contravention notices (clause 12.9(1)(c))\*
- (g) Proposed Body Corporate resolutions (clause 12.10)\*

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\*Include in attachment if insufficient space

**INSPECTION OF BODY CORPORATE RECORDS**

Records Inspection Date: \_\_\_\_\_

← If "Records Inspection Date" is not completed, the contract is not subject to a satisfactory inspection of records and clause 12.3 does not apply.

**LOTS IN A BUILDING UNIT AND GROUP TITLE PARCEL****(COMPLETE IF APPLICABLE)****WARRANTIES AND CONTRACTUAL RIGHTS**

← **WARNING TO SELLER:** The Contract includes warranties by the Seller about the Body Corporate and the Parcel. Breach of a warranty may result in a damages claim or termination by the Buyer. Sellers should consider whether to carry out an inspection of the Body Corporate records to complete this section.

If the Lot is a lot in a Parcel to which the *Building Units and Group Titles Act 1980* applies, the Seller gives notice to the Buyer of the following matters:

- (a) Proposal to add to, alter or repeal by-laws (clause 13.9(1)(a))
- (b) Unapproved improvements on common property benefitting the Lot (clause 13.9(1)(b))\*
- (c) Outstanding by-law contravention notices (clause 13.9(1)(c))\*
- (d) Proposed Body Corporate resolutions (clause 13.10)\*

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\*Include in attachment if insufficient space

**INSPECTION OF BODY CORPORATE RECORDS**

Records Inspection Date: \_\_\_\_\_

← If "Records Inspection Date" is not completed, the contract is not subject to a satisfactory inspection of records and clause 13.3 does not apply.

**INITIALS** (Note: initials not required if signed with Electronic Signature)

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**SPECIAL CONDITIONS**

1. This Contract may be entered into by and becomes binding on the parties named in the Contract upon one party signing the Contract that has been signed by the other (or a photocopy, facsimile copy, or a printed electronic copy of that Contract) and transmitting a facsimile copy, or electronic copy of it to the other party or to the other party's agent or solicitor.

**SIGNATURES**

The contract may be subject to a 5 business day statutory cooling-off period. A termination penalty of 0.25% of the purchase price applies if the Buyer terminates the contract during the statutory cooling-off period. It is recommended the Buyer obtain an independent property valuation and independent legal advice about the contract and his or her cooling-off rights, before signing.

Buyer: \_\_\_\_\_ Date: \_\_\_\_\_ Witness: \_\_\_\_\_

Buyer: \_\_\_\_\_ Date: \_\_\_\_\_ Witness: \_\_\_\_\_

By placing my signature above, I warrant that I am the Buyer named in the Reference Schedule or authorised by the Buyer to sign.

(Note: No witness is required if the Buyer signs using an Electronic Signature)

Seller: \_\_\_\_\_ Date: \_\_\_\_\_ Witness: \_\_\_\_\_

Seller: \_\_\_\_\_ Date: \_\_\_\_\_ Witness: \_\_\_\_\_

By placing my signature above, I warrant that I am the Seller named in the Reference Schedule or authorised by the Seller to sign.

(Note: No witness is required if the Seller signs using an Electronic Signature)

**INITIALS** (Note: initials not required if signed with Electronic Signature)

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**TERMS OF CONTRACT**  
**FOR THE SALE AND PURCHASE OF RESIDENTIAL REAL ESTATE**

**1. DEFINITIONS**

**1.1** In this contract, terms in **bold** in the Reference Schedule have the meanings shown under or opposite them and unless the context otherwise requires:

- (a) **“Approved Safety Switch”** means a residual current device as defined in the *Electrical Safety Regulation 2013*;
- (b) **“ATO”** means the Australian Taxation Office;
- (c) **“ATO Clearance Certificate”** means a certificate issued under s14-220(1) of the Withholding Law which is current on the date it is given to the Buyer;
- (d) **“Balance Purchase Price”** means the Purchase Price, less the Deposit paid by the Buyer;
- (e) **“Bank”** means an authorised deposit-taking institution within the meaning of the *Banking Act 1959* (Cth);
- (f) **“Bank Cheque”**:
  - (i) includes a cheque drawn by a building society or credit union on itself; and
  - (ii) does not include a cheque drawn by a building society or credit union on a Bank;
- (g) **“Bond”** means a bond under the *Residential Tenancies and Rooming Accommodation Act 2008*;
- (h) **“Building Inspector”** means a person licensed to carry out completed residential building inspections under the *Queensland Building and Construction Commission Regulation 2018*;
- (i) **“Business Day”** means a day other than:
  - (i) a Saturday or Sunday;
  - (ii) a public holiday or special holiday in the Place for Settlement; and
  - (iii) a day in the period 27 to 31 December (inclusive);
- (j) **“CGT Withholding Amount”** means the amount determined under section 14-200(3)(a) of the Withholding Law or, if a copy is provided to the Buyer prior to settlement, a lesser amount specified in a variation notice under section 14-235;
- (k) **“Contract Date”** or **“Date of Contract”** means:
  - (i) the date inserted in the Reference Schedule as the Contract Date; or
  - (ii) if no date is inserted, the date on which the last party signs this contract;
- (l) **“Court”** includes any tribunal established under statute;
- (m) **“Digitally Sign”** and **“Digital Signature”** have the meaning in the ECNL;
- (n) **“ECNL”** means the Electronic Conveyancing National Law (Queensland);
- (o) **“Electronic Conveyancing Documents”** has the meaning in the *Land Title Act 1994*;
- (p) **“Electronic Lodgement”** means lodgement of a document in the Land Registry in accordance with the ECNL;
- (q) **“Electronic Settlement”** means settlement facilitated by an ELNO System;
- (r) **“Electronic Signature”** means an electronic method of signing that identifies the person and indicates their intention to sign the contract;
- (s) **“Electronic Workspace”** means a shared electronic workspace within the ELNO System nominated by the Seller that allows the Buyer and Seller to effect Electronic Lodgement and Financial Settlement;
- (t) **“ELNO”** has the meaning in the ECNL;
- (u) **“ELNO System”** means a system provided by an ELNO capable of facilitating Financial Settlement and Electronic Lodgement in Queensland;
- (v) **“Encumbrances”** includes:
  - (i) registered encumbrances;
  - (ii) Unregistered Encumbrances; and
  - (iii) Security Interests;
- (w) **“Enforcement Notice”** means any valid notice or order by any competent authority or Court requiring work to be done or money spent in relation to the Property;
- (x) **“Essential Term”** includes, in the case of breach by:
  - (i) the Buyer: clauses 2.1, 3.1, 3.2, 3.3, 5.1 and 6.1; and
  - (ii) the Seller: clauses 3.2, 3.3, 5.5(1) and 6.1; but nothing in this definition precludes a Court from finding other terms to be essential;
- (y) **“Extension Notice”** means a notice under clause 6.2(1);
- (z) **“Financial Institution”** means a Bank, building society or credit union;
- (aa) **“Financial Settlement”** means the exchange of value between Financial Institutions facilitated by an ELNO System in accordance with the Financial Settlement Schedule;
- (bb) **“Financial Settlement Schedule”** means the electronic settlement schedule within the Electronic Workspace listing the source accounts and destination accounts;
- (cc) **“General Purpose Socket Outlet”** means an electrical socket outlet as defined in the *Electrical Safety Regulation 2013*;
- (dd) **“GST”** means the goods and services tax under the GST Act;
- (ee) **“GST Act”** means *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and includes other GST related legislation;
- (ff) **“GST Withholding Amount”** means the amount (if any) determined under section 14-250 of the Withholding Law required to be paid to the Commissioner of Taxation;
- (gg) **“Improvements”** means all fixed structures on the Lot and includes all items fixed to them (such as stoves, hot water systems, fixed carpets, curtains, blinds and their fittings, clothes lines, fixed satellite dishes and television antennae, in-ground plants) but does not include the Reserved Items;
- (hh) **“Keys”** means keys, codes or devices in the Seller's possession or control for all locks or security systems on the Property or necessary to access the Property;
- (ii) **“Outgoings”** means rates or charges on the Lot by any competent authority (for example, council rates, water rates, fire service levies) but excludes land tax if the Reference Schedule provides that *No adjustment is to be made for land tax*;  
[Note: the definition of Outgoings is modified by clauses 12.2(2)(a), 13.2(2)(a) where applicable]
- (jj) **“Pest Inspector”** means a person licensed to undertake termite inspections on completed buildings under the *Queensland Building and Construction Commission Regulation 2018*;

- (kk) **"Place for Settlement"** means:
- (i) where the Seller is represented by a solicitor who has an office in Queensland, the city or town in Queensland in which the office of the Seller's Solicitor is located;
  - (ii) otherwise, within the Brisbane Central Business District;
- (ll) **"Pool Compliance Certificate"** means:
- (i) a Pool Safety Certificate under section 231C(a) of the *Building Act 1975*; or
  - (ii) a building certificate that may be used instead of a Pool Safety Certificate under section 246AN(2) of the *Building Act 1975*; or
  - (iii) an exemption from compliance on the grounds of impracticality under section 245B of the *Building Act 1975*;
- (mm) **"PPSR"** means the Personal Property Securities Register established under *Personal Property Securities Act 2009* (Cth);
- (nn) **"Property"** means:
- (i) the Lot;
  - (ii) the Improvements; and
  - (iii) the Included Chattels;
- [Note: the definition of Property is modified by clause 12.2(2)(b) or 13.2(2)(b) where applicable]
- (oo) **"Rent"** means any periodic amount payable under the Tenancies;
- (pp) **"Reserved Items"** means the Excluded Fixtures and all chattels on the Lot other than the Included Chattels;
- (qq) **"Residential Tenancy Agreement"** has the meaning in the RTRA Act;
- (rr) **"Rooming Accommodation Agreement"** has the meaning in the RTRA Act;
- (ss) **"RTRA Act"** means the *Residential Tenancies and Rooming Accommodation Act 2008*;
- (tt) **"Security Interests"** means all security interests registered on the PPSR over Included Chattels and Improvements;
- (uu) **"Seller Disclosure Statement"** means the disclosure statement and prescribed certificates given by the Seller to the Buyer under section 99(1) of the *Property Law Act 2023* (if applicable) before the Buyer signed this contract;
- (vv) **"Services"** means infrastructure for the provision of services including water, gas, electricity, telecommunications, sewerage or drainage;
- (ww) **"Site Value"** means:
- (i) in the case of non-rural land, the site value under the *Land Valuation Act 2010*; or
  - (ii) in the case of rural land, the unimproved value under the *Land Valuation Act 2010*;
- (xx) **"Smoke Alarm Requirement Provision"** has the meaning in section 147W of the *Fire Services Act 1990*;
- (yy) **"Transfer Documents"** means:
- (i) the form of transfer under the *Land Title Act 1994* required to transfer title in the Lot to the Buyer; and
  - (ii) any other document to be signed by the Seller necessary for stamping or registering the transfer;
- (zz) **"Transport Infrastructure"** has the meaning defined in the *Transport Infrastructure Act 1994*;
- (aaa) **"Unregistered Encumbrance"** has the meaning in the *Property Law Regulation 2024*; and
- (bbb) **"Withholding Law"** means Schedule 1 to the *Taxation Administration Act 1953* (Cth).

## 2. DEPOSIT

### 2.1 Payment of Deposit

- (1) The Buyer must pay the Deposit to the Deposit Holder at the times shown in the Reference Schedule. The Deposit Holder will hold the Deposit until a party becomes entitled to it.
- (2) The Buyer will be in default if it:
  - (a) does not pay the Deposit when required;
  - (b) pays the Deposit by a post-dated cheque; or
  - (c) pays the Deposit by cheque which is dishonoured on presentation.
- (3) Subject to clause 2.1(4), if the Buyer:
  - (a) effects an electronic transaction to pay all or part of the Deposit to the account of Deposit Holder on a day;
  - (b) provides written evidence to the Deposit Holder that the electronic transaction has occurred; and
  - (c) does not take any action to defer the payment to the Deposit Holder to a later day,
 the payment is taken to be received by the Deposit Holder on the day the Buyer effects the electronic transaction even if, because of circumstances beyond the Buyer's control, the payment to the Deposit Holder's account happens on a later day.
- (4) If the Buyer has complied with clause 2.1(3) but the Deposit Holder has not received the payment by the due date:
  - (a) the Seller may give the Buyer notice that the payment has not been received by the Deposit Holder; and
  - (b) if the payment has not been paid into the account of the Deposit Holder by 5pm on the date 2 Business Days after the Seller's notice under clause 2.1(4)(a) is given to the Buyer then clause 2.1(3) will not apply and the Buyer will be in default.
- (5) The Seller may recover from the Buyer as a liquidated debt any part of the Deposit which is not paid when required.

### 2.2 Investment of Deposit

If:

- (1) the Deposit Holder is instructed by either the Seller or the Buyer; and
  - (2) it is lawful to do so;
- the Deposit Holder must:
- (3) invest as much of the Deposit as has been paid with any Financial Institution in an interest-bearing account in the names of the parties;
  - (4) provide the parties' tax file numbers to the Financial Institution (if they have been supplied); and
  - (5) provide the parties with an account statement in respect of the account in which the Deposit is held:
    - (a) at 30 June of each year; and
    - (b) when the Deposit Holder pays the Deposit to the party entitled to it.

### 2.3 Entitlement to Deposit and Interest

- (1) The party entitled to receive the Deposit is:
  - (a) if this contract settles, the Seller;
  - (b) if this contract is terminated without default by the Buyer, the Buyer; and
  - (c) if this contract is terminated owing to the Buyer's default, the Seller.
- (2) The interest on the Deposit must be paid to the person who is entitled to the Deposit.
- (3) The person who is entitled to the Deposit is presently entitled to the interest on the Deposit. Until settlement or termination of this contract, the Seller is presently entitled to the interest on the Deposit.
- (4) If this contract is terminated, and the Buyer is entitled to the Deposit:

- (a) the Buyer must reimburse the Seller for any tax paid by the Seller as a result of an earlier present entitlement to interest on the Deposit; and
  - (b) the Buyer has no further claim once it receives the Deposit and any interest on the Deposit, unless the termination is due to the Seller's default or breach of warranty.
- (5) The Deposit is invested at the risk of the party who is ultimately entitled to it.

### 3. PURCHASE PRICE

#### 3.1 Payment of Balance Purchase Price

On the Settlement Date, the Buyer must pay the Balance Purchase Price:

- (a) for an Electronic Settlement, by electronic funds transfer as directed by the Seller's Solicitor and/or the Seller's mortgagee in the Financial Settlement Schedule; or
- (b) otherwise, by Bank Cheque as the Seller or the Seller's Solicitor directs.

#### 3.2 Foreign Residents Capital Gains Tax Withholding

- (1) Clause 3.2 applies if both the following apply:
  - (a) the sale is not an excluded transaction under s14-215 of the Withholding Law; and
  - (b) the Seller has not given the Buyer on or before settlement for each person comprising the Seller either:
    - (i) an ATO Clearance Certificate; or
    - (ii) a variation notice under s14-235 of the Withholding Law, which remains current at the Settlement Date, varying the CGT Withholding Amount to nil.
- (2) The Buyer must lodge a Foreign Resident Capital Gains Withholding Purchaser Notification Form with the ATO for each person comprising the Buyer and give copies to the Seller with the payment reference numbers (PRN) on or before settlement.
- (3) If settlement is to be effected by Electronic Settlement, at settlement the Financial Settlement Schedule must specify payment of the CGT Withholding Amount to the account nominated by the Commissioner of Taxation.
- (4) If settlement is not an Electronic Settlement:
  - (a) for clause 3.1(b), the Seller irrevocably directs the Buyer to draw a Bank Cheque for the CGT Withholding Amount in favour of the Commissioner of Taxation or, if the Buyer's Solicitor requests, the Buyer's Solicitor's Trust Account;
  - (b) the Seller must return the Bank Cheque in paragraph (a) to the Buyer's Solicitor (or if there is no Buyer's Solicitor, the Buyer) at settlement; and
  - (c) the Buyer must pay the CGT Withholding Amount to the ATO in accordance with section 14-200 of the Withholding Law and give the Seller evidence that it has done so within 2 Business Days of settlement occurring.
- (5) For clause 3.2(1) and section 14-215 of the Withholding Law, the market value of the CGT asset is taken to be the Purchase Price less any GST included in the Purchase Price for which the Buyer is entitled to an input tax credit unless:
  - (a) the Property includes items in addition to the Lot and Improvements; and
  - (b) no later than 2 Business Days before the Settlement Date, the Seller gives the Buyer a valuation of the Lot and Improvements prepared by a registered valuer,

in which case the market value of the Lot and Improvements will be as stated in the valuation.

### 3.3 GST Withholding

- (1) If the Buyer is required to pay the GST Withholding Amount to the Commissioner of Taxation at settlement pursuant to section 14-250 of the Withholding Law:
  - (a) the Seller must give the Buyer a notice in accordance with section 14-255(1) of the Withholding Law;
  - (b) prior to settlement the Buyer must lodge with the ATO:
    - (i) a *GST Property Settlement Withholding Notification* form ("Form 1"); and
    - (ii) a *GST Property Settlement Date Confirmation* form ("Form 2");
  - (c) on or before settlement, the Buyer must give the Seller copies of:
    - (i) the Form 1;
    - (ii) confirmation from the ATO that the Form 1 has been lodged specifying the Buyer's lodgement reference number and payment reference number;
    - (iii) confirmation from the ATO that the Form 2 has been lodged; and
    - (iv) a completed ATO payment slip for the Withholding Amount.
- (2) The Buyer is taken to have complied with clause 3.3(1)(b) and 3.3(1)(c) if the Form 1 is lodged through the Electronic Workspace and the Form 2 is shown as pending settlement (however described).
- (3) If settlement is to be effected by Electronic Settlement, at settlement the Financial Settlement Schedule must specify payment of the GST Withholding Amount to the account nominated by the Commissioner of Taxation.
- (4) If settlement is not an Electronic Settlement:
  - (a) the Seller irrevocably directs the Buyer to draw a Bank Cheque for the GST Withholding Amount in favour of the Commissioner of Taxation and deliver it to the Seller at settlement; and
  - (b) the Seller must pay the GST Withholding Amount to the ATO in compliance with section 14-250 of the Withholding Law promptly after settlement.
- (5) The Buyer warrants that the statements made by the Buyer in the Reference Schedule under GST Withholding Obligations are true and correct.

### 3.4 Adjustments

- (1) Rent and Outgoings must be apportioned between the parties in accordance with clauses 3.4, 3.5 and 3.6 and any adjustments paid and received on settlement so that:
  - (a) the Seller is liable for Outgoings and is entitled to Rent up to and including the Settlement Date; and
  - (b) the Buyer is liable for Outgoings and is entitled to Rent after the Settlement Date.
- (2) Upon written request by the Buyer, the Seller will, before settlement, give the Buyer a written statement, supported by reasonable evidence, of:
  - (a) all Outgoings and all Rent for the Property to the extent they are not capable of discovery by search or enquiry at any office of public record or pursuant to the provisions of any statute; and
  - (b) any other information which the Buyer may reasonably require for the purpose of calculating or apportioning any Outgoings or Rent under this clause 3.4.

If the Seller becomes aware of a change to the information provided the Seller will as soon as practicable provide the updated information to the Buyer.

### 3.5 Outgoings

- (1) Subject to clauses 3.5(2), 3.5(4), 3.5(5) and 3.5(6), Outgoings for periods including the Settlement Date must be adjusted:
  - (a) for those paid, on the amount paid;
  - (b) for those assessed but unpaid, on the amount payable (excluding any discount); and
  - (c) for those not assessed:
    - (i) on the amount the relevant authority advises will be assessed (excluding any discount); or
    - (ii) if no advice on the assessment to be made is available, on the amount of the latest separate assessment (excluding any discount).
- (2) If there is no separate assessment of rates for the Lot at the Settlement Date and the Local Government informs the Buyer that it will not apportion rates between the Buyer and the Seller, then:
  - (a) the amount of rates to be adjusted is that proportion of the assessment equal to the ratio of the area of the Lot to the area of the parcel in the assessment; and
  - (b) if an assessment of rates includes charges imposed on a "per lot" basis, then the portion of those charges to be adjusted is the amount assessed divided by the number of lots in that assessment.
- (3) The Seller is liable for land tax assessed on the Lot for the financial year current at the Settlement Date. If land tax is unpaid at the Settlement Date and the Queensland Revenue Office advises that it will issue a final clearance for the Lot on payment of a specified amount, then:
  - (a) if settlement is to be effected by Electronic Settlement, at settlement the Financial Settlement Schedule must specify payment of the specified amount to the account nominated by the Commissioner of State Revenue;
  - (b) otherwise, the Seller irrevocably directs the Buyer to draw a Bank Cheque for the specified amount from the Balance Purchase Price at settlement and the Buyer must pay it promptly to the Queensland Revenue Office.
- (4) If the Reference Schedule states that:
  - (a) *Land tax is to be adjusted on a single holding basis*, land tax must be adjusted on the assessment that the Queensland Revenue Office would issue to the Seller for the land tax year current at the Settlement Date if the Lot was the Seller's only land; or
  - (b) *Land tax is to be adjusted on the Seller's actual land tax liability*, land tax must be adjusted on the actual assessment that the Queensland Revenue Office has issued or will issue to the Seller for the land tax year current at the Settlement Date.
- (5) For clause 3.5(4), if there is no separate Site Value for the Lot, the land tax for the Lot shall be calculated on a notional Site Value equal to:

$$SV \times \frac{LA}{PA}$$

where:

SV means the Site Value of the land which includes the Lot and has a separate Site Value (the "Parent Lot")

LA means the area of the Lot

PA means the area of the Parent Lot.

[Note: this clause is modified by clauses 12.4 and 13.4 where applicable]

- (6) Any Outgoings assessable on the amount of water used must be adjusted on the charges that would be assessed on the total water usage for the assessment period, determined by assuming that the actual rate of usage shown by the meter reading made before settlement continues throughout the assessment period. The Buyer must obtain and pay for the meter reading.
- (7) If any Outgoings are assessed but unpaid at the Settlement Date, then:
  - (a) if settlement is to be effected by Electronic Settlement, at settlement the Financial Settlement Schedule must specify payment of the amount payable to the relevant authority;
  - (b) otherwise, the Seller irrevocably directs the Buyer to draw a Bank Cheque for the amount payable from the Balance Purchase Price at settlement and pay it promptly to the relevant authority.

If an amount is deducted under this clause, the relevant Outgoing will be treated as paid at the Settlement Date for the purposes of clause 3.5(1).

### 3.6 Rent

- (1) Rent for any rental period ending on or before the Settlement Date belongs to the Seller and is not adjusted at settlement.
- (2) Unpaid Rent for the rental period including both the Settlement Date and the following day ("Current Period") is not adjusted until it is paid.
- (3) Rent already paid for the Current Period or beyond must be adjusted at settlement.
- (4) If Rent payments are reassessed after the Settlement Date for periods including the Settlement Date, any additional Rent payment from a Tenant or refund due to a Tenant must be apportioned under clauses 3.6(1), 3.6(2) and 3.6(3).
- (5) Payments under clause 3.6(4) must be made within 14 days after notification by one party to the other but only after any additional payment from a Tenant has been received.

### 3.7 Cost of Bank Cheques

If settlement is not an Electronic Settlement:

- (a) the cost of Bank Cheques payable at settlement:
  - (i) to the Seller or its mortgagee are the responsibility of the Buyer; and
  - (ii) to parties other than the Seller or its mortgagee are the responsibility of the Seller and the Seller will reimburse this cost to the Buyer as an adjustment at settlement; and
- (b) the Seller is not entitled to require payment of the Balance Purchase Price by means other than Bank Cheque without the consent of the Buyer.

## 4. CONDITIONS

### 4.1 Finance

- (1) This contract is conditional on the Buyer obtaining approval of a loan for the Finance Amount from the Financier by the Finance Date on terms satisfactory to the Buyer. The Buyer must take all reasonable steps to obtain approval.
- (2) The Buyer must give notice to the Seller that:
  - (a) approval has not been obtained by the Finance Date and the Buyer terminates this contract; or
  - (b) the finance condition has been either satisfied or waived by the Buyer.
- (3) The Seller may terminate this contract by notice to the Buyer if notice is not given under clause 4.1(2) by 5pm on the Finance Date. This is the Seller's only remedy for the Buyer's failure to give notice.

- (4) The Seller's right under clause 4.1(3) is subject to the Buyer's continuing right to give written notice to the Seller of satisfaction, termination or waiver pursuant to clause 4.1(2).

#### 4.2 Building and Pest Inspection

- (1) This contract is conditional upon the Buyer obtaining a written building report from a Building Inspector and a written pest report from a Pest Inspector (which may be a single report) on the Property by the Inspection Date on terms satisfactory to the Buyer. The Buyer must take all reasonable steps to obtain the reports (subject to the right of the Buyer to elect to obtain only one of the reports).
- (2) The Buyer must give notice to the Seller that:
- (a) a satisfactory Inspector's report under clause 4.2(1) has not been obtained by the Inspection Date and the Buyer terminates this contract. The Buyer must act reasonably; or
- (b) clause 4.2(1) has been either satisfied or waived by the Buyer.
- (3) If the Buyer terminates this contract and the Seller asks the Buyer for a copy of the building and pest reports, the Buyer must give a copy of each report to the Seller without delay.
- (4) The Seller may terminate this contract by notice to the Buyer if notice is not given under clause 4.2(2) by 5pm on the Inspection Date. This is the Seller's only remedy for the Buyer's failure to give notice.
- (5) The Seller's right under clause 4.2(4) is subject to the Buyer's continuing right to give written notice to the Seller of satisfaction, termination or waiver pursuant to clause 4.2(2).

#### 4.3 Consent to Transfer of State Lease

- (1) If the Lot sold is leasehold, this contract is conditional on the Seller obtaining any necessary consent to the transfer of the lease to the Buyer by the Settlement Date.
- (2) The Seller must apply for the consent required as soon as possible.
- (3) The Buyer must do everything reasonably required to help obtain this consent.

*[Note: If clause 12.3 or 13.3 applies, the contract is also conditional on the Buyer's satisfaction with the Body Corporate's records]*

### 5. SETTLEMENT

#### 5.1 Time and Date

Settlement must occur by 4pm AEST on the Settlement Date.

#### 5.2 Electronic Settlement

- (1) Settlement must be effected by Electronic Settlement unless the form of transfer under the *Land Title Act 1994* required to transfer title in the Lot to the Buyer is not a required instrument to which section 5(1) of the *Land Title Regulation 2022* applies other than as a result of section 5(2)(a)(ii).
- (2) If settlement is to be effected by Electronic Settlement:
- (a) the Seller must nominate the ELNO System to be used for the Electronic Settlement. Despite clause 11.3(9), the Seller may nominate the ELNO System by sending or accepting an invitation to an Electronic Workspace in an ELNO System;
- (b) clause 5.2(2)(a) does not prevent the Buyer using an ELNO System which is interoperable with the ELNO System nominated by the Seller;
- (c) the parties must:
- (i) ensure that the Electronic Workspace is completed and all Electronic Conveyancing Documents and the Financial Settlement Schedule are Digitally Signed prior to settlement; and

- (ii) do everything else required in the Electronic Workspace or otherwise to enable settlement to occur on the Settlement Date;
- (d) if the parties cannot agree on a time for settlement, the time to be nominated in the Electronic Workspace is 4pm AEST;
- (e) if any part of the Purchase Price is to be paid to discharge an Outgoing:
- (i) the Buyer may, by notice in writing to the Seller, require that the amount is paid to the Buyer's Solicitor's trust account and the Buyer is responsible for paying the amount to the relevant authority;
- (ii) for amounts to be paid to destination accounts other than the Buyer's Solicitor's trust account, the Seller must give the Buyer a copy of the current account for the Outgoing to enable the Buyer to verify the destination account details in the Financial Settlement Schedule;
- (f) if the Deposit is required to discharge any Encumbrance or pay an Outgoing at settlement:
- (i) the Deposit Holder must, if directed by the Seller at least 2 Business Days before settlement, pay the Deposit (and any interest accrued on investment of the Deposit) less commission as clear funds to the Seller's Solicitor;
- (ii) the Buyer and the Seller authorise the Deposit Holder to make the payment in clause 5.2(2)(f)(i);
- (iii) the Seller's Solicitor will hold the money as Deposit Holder under the Contract;
- (iv) the Seller and Buyer authorise the Seller's Solicitor to pay the money as directed by the Seller in accordance with the Financial Settlement Schedule;
- (g) each party must pay its own fees and charges of using the relevant ELNO System for Electronic Settlement;
- (h) a party is not in default to the extent it is prevented from complying with an obligation because the other party or the other party's Financial Institution has done or not done something in the Electronic Workspace (for example, failing to complete details necessary to enable the other party to complete or sign the Electronic Workspace);
- (i) any rights under the contract or at law to terminate the contract may not be exercised during the time the Electronic Workspace is locked for Electronic Settlement; and
- (j) Electronic Settlement is taken to occur when Financial Settlement is effected, whether or not Electronic Lodgement has occurred.

#### 5.3 Place for Settlement

- (1) An Electronic Settlement will be deemed to take place in the Place for Settlement.
- (2) If the settlement is not an Electronic Settlement, subject to clause 5.3(3), settlement must be effected in the Place for Settlement at the office of a solicitor, Financial Institution or settlement agent nominated by the Seller.
- (3) If the Seller has not nominated an office under clause 5.3(2) or the parties have not otherwise agreed where settlement is to occur by 5pm on the date 2 Business Days before the Settlement Date, section 76(2)(b) of the *Property Law Act 2023* applies.

## 5.4 Transfer Documents

If the settlement is not an Electronic Settlement:

- (a) the Transfer Documents must be prepared by the Buyer and delivered to the Seller a reasonable time before the Settlement Date; and
- (b) if the Buyer pays the Seller's reasonable expenses, it may require the Seller to produce the Transfer Documents at the Queensland Revenue Office nearest the Place for Settlement for stamping before settlement.

## 5.5 Documents and Keys at Settlement

- (1) In exchange for payment of the Balance Purchase Price and the documents to be provided by the Buyer under clause 12.6 or 13.6 (if applicable), the Seller must deliver to the Buyer at settlement:
  - (a) unstamped Transfer Documents capable of immediate registration after stamping; and
  - (b) any instrument necessary to release any Encumbrance over the Property in compliance with the Seller's obligation in clause 7.2; and
  - (c) if requested by the Buyer not less than 2 Business Days before the Settlement Date, the Keys; and
  - (d) if there are Tenancies:
    - (i) the Seller's copy of any Tenancy agreements;
    - (ii) a notice to each Tenant advising of the sale in the form required by law; and
    - (iii) any notice required by law to transfer to the Buyer the Seller's interest in any Bond; and
  - (e) if the Property has been subject to a Residential Tenancy Agreement or Rooming Accommodation Agreement at any time within the period of 12 months before the Contract Date:
    - (i) for any Tenancies, evidence of the day of the last rent increase for each part of the Property before those Tenancies were entered into; and
    - (ii) for any part of the Property not subject to a Tenancy at settlement, evidence of the day of the last rent increase for that part of the Property, sufficient to satisfy section 93A or 105C of the RTRA Act; and
  - (f) a copy of a current Pool Compliance Certificate for each regulated pool on the Lot unless:
    - (i) the Seller has given the Buyer a current (at the time it was given) Pool Compliance Certificate before settlement; or
    - (ii) the Seller has given the Buyer a notice under section 28 of the *Building Regulation 2021* (Notice of No Pool Safety Certificate) before entry into this contract; and
  - (g) if clause 10.8 applies, a Tax Invoice.
- (2) If the Keys are not required to be delivered at Settlement under clause 5.5(1)(c), the Seller must deliver the Keys to the Buyer on or before settlement. The Seller may discharge its obligation under this provision by authorising the Seller's Agent to release the Keys to the Buyer.
- (3) For an Electronic Settlement, the Seller will be taken to have complied with clause 5.5(1) if:
  - (a) in relation to documents which are suitable for Electronic Lodgement in the Land Registry at settlement, the documents are Digitally Signed within the Electronic Workspace; and

- (b) in relation to any other document or thing, the Seller's Solicitor:
  - (i) confirms in writing prior to settlement that it holds all relevant documents which are not suitable for Electronic Lodgement and all Keys (if requested under clause 5.5(1)(c)) in escrow on the terms contained in the QLS E-Conveyancing Guidelines; and
  - (ii) gives a written undertaking to send the documents and Keys (if applicable) to the Buyer or Buyer's Solicitor no later than 2 Business Days after settlement; and
  - (iii) if requested by the Buyer, provides copies of documents in the Seller's Solicitor's possession.

## 5.6 Assignment of Covenants and Warranties

At settlement, the Seller assigns to the Buyer the benefit of all:

- (1) covenants by the Tenants under the Tenancies;
- (2) guarantees and Bonds (subject to the requirements of the RTRA Act) supporting the Tenancies;
- (3) manufacturer's warranties regarding the Included Chattels; and
- (4) builders' warranties on the Improvements, to the extent they are assignable. However, the right to recover arrears of Rent is not assigned to the Buyer and section 140 of the *Property Law Act 2023* does not apply.

## 5.7 Possession of Property

On the Settlement Date, in exchange for the Balance Purchase Price, the Seller must give the Buyer vacant possession of the Lot and the Improvements except for the Tenancies.

## 5.8 Title to Included Chattels

Title to the Included Chattels passes at settlement.

## 5.9 Removal of Reserved Items

- (1) The Seller must remove the Reserved Items from the Property before settlement.
- (2) The Seller must repair at its expense any damage done to the Property in removing the Reserved Items. If the Seller fails to do so, the Buyer may repair that damage.
- (3) Any Reserved Items not removed before settlement will be considered abandoned and the Buyer may, without limiting its other rights, complete this contract and appropriate those Reserved Items or dispose of them in any way.
- (4) The Seller indemnifies the Buyer against any damages and expenses resulting from the Buyer's actions under clauses 5.9(2) or 5.9(3).

## 6. TIME

### 6.1 Time of the Essence

Time is of the essence of this contract, except regarding any agreement between the parties on a time of day for settlement before 4pm.

### 6.2 Extension of Settlement Date

- (1) Despite clause 6.1, either party may, at any time up to 4pm on the Settlement Date, extend the Settlement Date by giving a notice under this clause (an "**Extension Notice**") nominating a new date for settlement which must be no later than 5 Business Days after the Scheduled Settlement Date.
- (2) The Settlement Date will be the date specified in the Extension Notice and time is of the essence in respect of this date.

- (3) More than one Extension Notice may be given under clause 6.2(1) but the new date for settlement nominated in an Extension Notice may not be a date later than 5 Business Days after the Scheduled Settlement Date.
- (4) In this clause 6.2, "**Scheduled Settlement Date**" means the Settlement Date specified in the Reference Schedule as extended:
- under section 79, 80 or 81 of the *Property Law Act 2023*;
  - under clause 6.3; or
  - by agreement of the parties,
- but excluding any extension of the Settlement Date as a result of the operation of this clause 6.2.

### 6.3 Extension of Settlement Date – Late Unsigning

- If:
- the Settlement is an Electronic Settlement;
  - the unsigneding of a party to the Electronic Workspace occurs between 3pm and 4pm on the Settlement Date due to a change made to the Electronic Workspace by another party to the Electronic Workspace;
  - any party to the Electronic Workspace has not re-signed the Workspace by 4pm; and
  - the Settlement Date has not previously been extended under this clause 6.3,

the Settlement Date will be automatically extended to the following Business Day, unless otherwise agreed by the Buyer and Seller and time is of the essence in respect of this date.

## 7. MATTERS AFFECTING THE PROPERTY

### 7.1 Title

The Lot is sold subject to:

- any reservations or conditions on the title or the original Deed of Grant (if freehold); or
- the Conditions of the State Lease (if leasehold).

### 7.2 Encumbrances

The Property is sold free of all Encumbrances other than the Title Encumbrances and Tenancies.

### 7.3 Requisitions

The Buyer may not deliver any requisitions or enquiries on title.

### 7.4 Seller's Warranties

- (1) Subject to clause 7.8, the Seller warrants that, at the Contract Date:
- there is no outstanding enforcement notice under section 248 of the *Building Act 1975* or section 168 of the *Planning Act 2016* that affects the Property;
  - there is no outstanding show cause notice under section 246AG(1) or 247 of the *Building Act 1975* or section 167 of the *Planning Act 2016* that affects the Property;
  - the Seller has not received any other communication from a competent authority that may lead to the issue of a notice referred to in clause 7.4(1)(a), 7.4(1)(b) or an Enforcement Notice;
  - there are no current or threatened claims or proceedings which may lead to a Court order or writ of execution affecting the Property;
  - there is no outstanding obligation on the Seller to give notice to the administering authority under the *Environmental Protection Act 1994* of a notifiable activity being conducted on the Lot; and

- (f) the Seller is not aware of any facts or circumstances that may lead to the Lot being classified as contaminated land within the meaning of the *Environmental Protection Act 1994*.

- (2) Subject to clause 7.8, the Seller warrants that, at settlement:
- if the Lot is freehold: it will be the registered owner of an estate in fee simple in the Lot and will own the rest of the Property;
  - if the Lot is leasehold: it will be the registered lessee, the lease is not liable to forfeiture because of default under the lease, and it will own the rest of the Property;
  - it will be capable of completing this contract (unless the Seller dies or becomes mentally incapable after the Contract Date); and
  - there will be no unsatisfied Court order or writ of execution affecting the Property.
- (3) Subject to clause 7.8, if the Seller breaches a warranty in clause 7.4(1) or 7.4(2), without limiting any other remedy, the Buyer may terminate this contract by notice to the Seller given before settlement.
- (4) The Seller warrants that:
- the statements made by the Seller in the Reference Schedule under Residential Tenancy Agreements and Rooming Accommodation Agreements are true and correct; and
  - if there are Tenancies, the current rent complies with the requirements of sections 91 and 93 of the RTRA Act, as those sections applied on the date of each Tenancy.
- (5) If the Seller's warranty in clause 7.4(4) is incorrect, the Buyer's only remedy against the Seller is for compensation. The Buyer may not delay settlement or withhold any part of the Balance Purchase Price because of any compensation claim under clause 7.4(5).
- (6) The Seller does not warrant that the Present Use is lawful.

### 7.5 Survey and Mistake

- (1) The Buyer may survey the Lot.
- (2) If:
- there is an error in the boundaries or area of the Lot;
  - there is an encroachment by structures onto or from the Lot;
  - there are Services that pass through the Lot which do not service the Lot and are not protected by any Encumbrance to which this sale is subject; or
  - there is a mistake or omission in this contract in describing the Property or the Seller's title to it, which is material, the Buyer may terminate this contract by notice to the Seller given before settlement.
- (3) If a matter referred to in clause 7.5(2) is:
- immaterial; or
  - material, but the Buyer elects to complete this contract,
- the Buyer's only remedy against the Seller is for compensation, but only if claimed by the Buyer in writing on or before settlement.
- (4) The Buyer may not delay settlement or withhold any part of the Balance Purchase Price because of any compensation claim under clause 7.5(3).

## 7.6 Requirements of Authorities

- (1) Any Enforcement Notice issued before the Contract Date must be fully complied with by the Seller before the Settlement Date unless details of the Enforcement Notice were disclosed to the Buyer in accordance with clause 7.8.
- (2) If the Seller fails to comply with clause 7.6(1), the Buyer is entitled to claim the reasonable cost of complying with the Enforcement Notice from the Seller after settlement as a debt.
- (3) The Buyer must comply with any Enforcement Notice:
  - (a) issued on or after the Contract Date; or
  - (b) issued before the Contract Date if details of the Enforcement Notice were disclosed to the Buyer in accordance with clause 7.8.
- (4) However, if any Enforcement Notice referred to in clause 7.6(3) is required to be complied with before the Settlement Date:
  - (a) the Seller must comply with the Enforcement Notice; and
  - (b) at settlement, the Buyer must pay the reasonable costs incurred by the Seller in doing so,  
unless the Buyer directs the Seller not to and indemnifies the Seller against any liability incurred for failure to comply with the Enforcement Notice.
- (5) Nothing in this clause 7.6 limits any claim for a breach of the Seller's warranties in clauses 7.4(1)(a), (b) and (c).

## 7.7 Property Adversely Affected

- (1) Subject to clause 7.8, if at the Contract Date:
  - (a) the Present Use is not lawful under the relevant planning scheme;
  - (b) the Lot is affected by a proposal of any competent authority to alter the dimensions of any Transport Infrastructure or locate Transport Infrastructure on the Lot;
  - (c) access to the Lot passes unlawfully through other land;
  - (d) any Services to the Lot which pass through other land are not protected by a registered easement, building management statement or by statutory authority;
  - (e) any competent authority has issued a current notice of intention to resume, regarding any part of the Lot;
  - (f) there is an outstanding condition of a development approval attaching to the Lot under section 73 of the *Planning Act 2016* or section 96 of the *Economic Development Queensland Act 2012* which, if complied with, would constitute a material mistake or omission in the Seller's title under clause 7.5(2)(d);
  - (g) the Property is affected by the *Queensland Heritage Act 1992* or is included in the World Heritage List; or
  - (h) the Property is declared acquisition land under the *Queensland Reconstruction Authority Act 2011*,the Buyer may terminate this contract by notice to the Seller given before settlement.
- (2) If the Buyer settles this contract, the Buyer will be treated as having accepted the Property subject to all of the matters referred to in clause 7.7(1).

## 7.8 Effect of Pre-Contract Disclosure

- (1) Clauses 7.4(1), 7.4(2), 7.5, 7.6(1) and 7.7 do not apply to the extent that any relevant fact or circumstance has been disclosed by the Seller to the Buyer:
  - (a) in this contract; or
  - (b) in the Seller Disclosure Statement; or
  - (c) otherwise in writing before the Buyer signed this contract.
- (2) If the Seller is required to comply with section 99 of the *Property Law Act 2023* in relation to this contract:
  - (a) the Buyer may not terminate the contract under clause 7.4(3) for a breach of the Seller's warranties in clauses 7.4(1)(a) and 7.4(1)(b); and
  - (b) clauses 7.7(1)(e) and (g) do not apply.

[Note in this case the Buyer's rights are governed by section 104 of the Property Law Act 2023]

## 7.9 Compliant Smoke Alarms

- (1) The Seller must install smoke alarms in any domestic dwelling on or comprising the Lot in accordance with the Smoke Alarm Requirement Provision by the Settlement Date.
- (2) If the Seller fails to comply with clause 7.9(1), the Buyer is entitled to an adjustment at settlement equal to 0.15% of the Purchase Price but only if claimed by the Buyer in writing on or before settlement. This is the Buyers only remedy for non-compliance with clause 7.9(1).
- (3) Nothing in this clause requires the Seller to provide evidence of compliance with clause 7.9(1).

## 7.10 Dividing Fences

Notwithstanding any provision in the *Neighbourhood Disputes (Dividing Fences and Trees) Act 2011*, the Seller need not contribute to the cost of building any dividing fence between the Lot and any adjoining land owned by it. The Buyer waives any right to claim contribution from the Seller.

## 7.11 Authority for Buyer's Searches

The Seller authorises the Buyer to inspect records held by any authority, including Security Interests on the PPSR, relating to the Property.

## 8. RIGHTS AND OBLIGATIONS UNTIL SETTLEMENT

### 8.1 Risk

The Property is at the Buyer's risk from 5pm on the first Business Day after the Contract Date.

### 8.2 Access

After reasonable notice to the Seller, the Buyer and its consultants may enter the Property:

- (1) once to read any meter;
- (2) for inspections under clause 4.2;
- (3) once to value the Property;
- (4) once to carry out an inspection for smoke alarms installed in any domestic dwelling on or comprising the Lot; and
- (5) once to inspect the Property before settlement.

### 8.3 Seller's Obligations After Contract Date

- (1) The Seller must use the Property reasonably until settlement. The Seller must not do anything regarding the Property or Tenancies that may significantly alter them or result in later expense for the Buyer.
- (2) The Seller must promptly upon receiving any notice, proceeding or order that affects the Property or requires work or expenditure on the Property, give a copy to the Buyer.

- (3) Without limiting clause 8.3(1), the Seller must not without the prior written consent of the Buyer, give any notice or seek or consent to any order that affects the Property or make any agreement affecting the Property that binds the Buyer.

#### 8.4 Information Regarding the Property

Upon written request of the Buyer but in any event before settlement, the Seller must give the Buyer:

- (1) copies of all documents relating to any unregistered interests in the Property;
- (2) full details of the Tenancies to allow the Buyer to properly manage the Property after settlement, including the following documents if requested by the Buyer at least 7 days before settlement and provided the documents are in the Seller's possession:
  - (a) the entry condition report;
  - (b) the most recent routine inspection report;
  - (c) the RTA Form 2 Bond Lodgement form; and
  - (d) the current Tenant's tenancy application;
- (3) sufficient details (including the date of birth of each Seller who is an individual) to enable the Buyer to undertake a search of the PPSR;
- (4) the Local Government rate account number for the Lot; and
- (5) further copies or details if those previously given cease to be complete and accurate.

#### 8.5 Possession Before Settlement

If possession is given before settlement:

- (1) the Buyer must maintain the Property in substantially its condition at the date of possession, fair wear and tear excepted;
- (2) entry into possession is under a licence personal to the Buyer revocable at any time and does not:
  - (a) create a relationship of landlord and tenant; or
  - (b) waive the Buyer's rights under this contract;
- (3) the Buyer must insure the Property to the Seller's satisfaction; and
- (4) the Buyer indemnifies the Seller against any expense or damages incurred by the Seller as a result of the Buyer's possession of the Property.

### 9. PARTIES' DEFAULT

#### 9.1 Seller and Buyer May Affirm or Terminate

- (1) If the Seller or Buyer, as the case may be, fails to comply with an Essential Term, or makes a fundamental breach of an intermediate term, the Seller (in the case of the Buyer's default) or the Buyer (in the case of the Seller's default) may affirm or terminate this contract under this clause.
- (2) Clause 9.1 does not limit any other right or remedy of the parties including those under this Contract or any right at law or in equity.

#### 9.2 If Seller Affirms

If the Seller affirms this contract under clause 9.1, it may sue the Buyer for:

- (1) damages;
- (2) specific performance; or
- (3) damages and specific performance.

#### 9.3 If Buyer Affirms

If the Buyer affirms this contract under clause 9.1, it may sue the Seller for:

- (1) damages;
- (2) specific performance; or
- (3) damages and specific performance.

#### 9.4 If Seller Terminates

If the Seller terminates this contract under clause 9.1, it may do all or any of the following:

- (1) resume possession of the Property;
- (2) forfeit the Deposit and any interest earned;
- (3) sue the Buyer for damages;
- (4) resell the Property.

#### 9.5 If Buyer Terminates

If the Buyer terminates this contract under clause 9.1, it may do all or any of the following:

- (1) recover the Deposit and any interest earned;
- (2) sue the Seller for damages.

#### 9.6 Seller's Resale

- (1) If the Seller terminates this contract and resells the Property, the Seller may recover from the Buyer as liquidated damages:
  - (a) any deficiency in price on a resale; and
  - (b) its expenses connected with any repossession, any failed attempt to resell, and the resale, provided the resale settles within 2 years of termination of this contract.
- (2) Any profit on a resale belongs to the Seller.

#### 9.7 Seller's Damages

The Seller may claim damages for any loss it suffers as a result of the Buyer's default, including its legal costs on an indemnity basis.

#### 9.8 Buyer's Damages

The Buyer may claim damages for any loss it suffers as a result of the Seller's default, including its legal costs on an indemnity basis.

#### 9.9 Interest on Late Payments

- (1) The Buyer must pay interest at the Default Interest Rate:
  - (a) on any amount payable under this contract which is not paid when due; and
  - (b) on any judgement for money payable under this contract.
- (2) Interest continues to accrue:
  - (a) under clause 9.9(1)(a), from the date it is due until paid; and
  - (b) under clause 9.9(1)(b), from the date of judgement until paid.
- (3) Any amount payable under clause 9.9(1)(a) in respect of a period prior to settlement must be paid by the Buyer at settlement. If this contract is terminated or if any amount remains unpaid after settlement, interest continues to accrue.
- (4) Nothing in this clause affects any other rights of the Seller under this contract or at law.

### 10. GST

#### 10.1 Definitions

- (1) Words and phrases defined in the GST Act have the same meaning in this contract unless the context indicates otherwise.
- (2) A reference to a party paying an amount of GST, or receiving an Input Tax Credit, includes that amount being paid or received by its Representative Member, Joint Venture Operator or other similar person.

#### 10.2 No GST is payable or Purchase Price includes GST

If the GST section of the Reference Schedule specifies that *No GST is payable or Purchase Price includes GST* or is not completed, this clause 10.2 applies and the Buyer is not obliged to pay any additional amount to the Seller on account of GST on the Supply of the Property.

### 10.3 Purchase Price Does Not Include GST

If the GST section of the Reference Schedule specifies that *the Buyer must pay GST in addition to the Purchase Price*, this clause 10.3 applies and the Buyer must on the Settlement Date pay to the Seller in addition to the Purchase Price an amount equivalent to the amount payable by the Seller as GST on the Supply of the Property.

### 10.4 Margin Scheme

If the GST section of the Reference Schedule specifies *Margin Scheme* this clause 10.4 applies and:

- (1) the Purchase Price includes the Seller's liability for GST on the Supply of the Property. The Buyer is not obliged to pay any additional amount to the Seller on account of GST on the Supply of the Property.
- (2) the Seller:
  - (a) must apply the Margin Scheme to the Supply of the Property; and
  - (b) warrants that the Margin Scheme is able to be applied;
- (3) if the Seller breaches clause 10.4(2)(a) or its warranty under clause 10.4(2)(b) then:
  - (a) the Buyer may terminate this contract if it becomes aware of the breach prior to the Settlement Date;
  - (b) if the Buyer does not terminate this contract under clause 10.4(3)(a) or does not become aware of the breach until after the Settlement Date, it must pay to the Seller an amount equal to the Input Tax Credit which the Buyer will receive for GST payable for the Supply of the Property. Payment must be made when the Buyer receives the benefit of the Input Tax Credit;
  - (c) the Buyer is entitled to compensation from the Seller for any loss incurred as a result of the breach of clause 10.4(2).

### 10.5 Going Concern

If the GST section of the Reference Schedule specifies *Going Concern* this clause 10.5 applies and:

- (1) the Purchase Price does not include any amount for GST;
- (2) the parties agree the Supply of the Property is a Supply (or part of a Supply) of a Going Concern;
- (3) the Seller warrants that:
  - (a) between the Contract Date and the Settlement Date the Seller will carry on the Enterprise; and
  - (b) the Property (together with any other things that must be provided by the Seller to the Buyer at the Settlement Date under a related agreement for the same Supply) is all of the things necessary for the continued operation of the Enterprise;
- (4) the Buyer warrants that at the Settlement Date it is Registered or Required to be Registered under the GST Act;
- (5) if either of the warranties in clause 10.5(3) is breached:
  - (a) the Buyer may terminate this contract if it becomes aware of the breach prior to the Settlement Date;
  - (b) if the Buyer does not terminate this contract then, at the Settlement Date, the Buyer must pay to the Seller the amount payable by the Seller as GST on the Supply of the Property;

- (c) if the Buyer does not become aware of the breach until after the Settlement Date, it must pay to the Seller an amount equal to the Input Tax Credit which the Buyer will receive for GST payable in respect of the Supply of the Property. Payment must be made when the Buyer receives the benefit of the Input Tax Credit;
  - (d) the Buyer is entitled to compensation from the Seller for any loss incurred as a result of the breach of the warranty;
- (6) if the warranty in clause 10.5(4) is not correct the Buyer must pay to the Seller an amount equal to the GST payable in respect of the Supply of the Property, including any interest and penalties payable by the Seller in respect of this Supply. Payment must be made at the Settlement Date or, if settlement has occurred, immediately upon receipt of a Tax Invoice in accordance with clause 10.8;
  - (7) if for any reason other than a breach of a warranty by the Seller or the Buyer this transaction is not a Supply of a Going Concern, the Buyer must pay to the Seller the amount payable by the Seller as GST on the Supply of the Property. Payment must be made at the Settlement Date or, if settlement has occurred, immediately upon receipt of a Tax Invoice in accordance with clause 10.8.

### 10.6 Farm Land

If the GST section of the Reference Schedule specifies *Farm Land* this clause 10.6 applies and:

- (1) the Purchase Price does not include any amount for GST;
- (2) the parties agree the Supply of the Property is a Supply (or part of a Supply) of farm land for farming;
- (3) the Seller warrants that:
  - (a) a Farming Business has been carried on the Property for at least five years preceding the day of the Supply; and
  - (b) the Farming Business will continue until the day of the Supply.
- (4) the Buyer warrants that it intends to carry on a Farming Business on the Property;
- (5) if either of the warranties in clause 10.6(3) is breached:
  - (a) the Buyer may terminate this contract if it becomes aware of the breach prior to the Settlement Date;
  - (b) if the Buyer does not terminate this contract then, at the Settlement Date, the Buyer must pay to the Seller the amount payable by the Seller as GST on the Supply of the Property;
  - (c) if the Buyer does not become aware of the breach until after the Settlement Date, it must pay to the Seller an amount equal to the Input Tax Credit which the Buyer will receive for GST payable in respect of the Supply of the Property. Payment must be made when the Buyer receives the benefit of the Input Tax Credit;
  - (d) the Buyer is entitled to compensation from the Seller for any loss incurred as a result of the breach of the warranty;
- (6) if the warranty in clause 10.6(4) is not correct the Buyer must pay to the Seller an amount equal to the GST payable in respect of the Supply of the Property, including any interest and payables payable by the Seller in respect of this Supply. Payment must be made at the Settlement Date or, if settlement has occurred, immediately upon receipt of a Tax Invoice in accordance with clause 10.8;

- (7) if for any reason other than a breach of a warranty by the Seller or the Buyer this transaction is not a Supply of farm land for farming, the Buyer must pay to the Seller the amount payable by the Seller as GST on the Supply of the Property. Payment must be made at the Settlement Date or, if settlement has occurred, immediately upon receipt of a Tax Invoice in accordance with clause 10.8.

### 10.7 Adjustments

- (1) Where this contract requires an adjustment or apportionment of Outgoings or Rent, that adjustment or apportionment must be made to:
- the amount of the Outgoing, exclusive of any GST for which an Input Tax Credit may be claimed; and
  - the amount of Rent or profit excluding an amount of GST which must be paid to the Australian Taxation Office.
- (2) The GST payable under clause 10.3 is correspondingly increased or decreased by any subsequent adjustment to the amount of GST for the Supply for which the Supplier is liable, however caused.

### 10.8 Tax Invoice

Where GST is payable on the Supply of the Property, the Seller must give to the Buyer a Tax Invoice at the Settlement Date or on any later date on which the Buyer is required to pay GST under clause 10.5 or 10.6.

### 10.9 Remedies

The remedies provided in clauses 10.4(3), 10.5(5), 10.5(6) 10.6(5) and 10.6(6) are in addition to any other remedies available to the aggrieved party.

## 11. GENERAL

### 11.1 Foreign Buyer Approval

The Buyer warrants that either:

- the Buyer's purchase of the Property is not a notifiable action; or
- the Buyer has received a no objection notification, under the *Foreign Acquisitions and Takeovers Act 1975*.

### 11.2 Duty

The Buyer must pay all duty on this contract.

### 11.3 Notices

- Notices under this contract must be in writing.
- Notices under this contract or notices required to be given by law may be given and received by the party's solicitor.
- Notices under this contract or notices required to be given by law may be given by:
  - delivering or posting to the other party or its solicitor; or
  - sending it to the email address of the other party or its solicitor stated in the Reference Schedule (or another email address notified by the recipient to the sender).
- Subject to clause 11.3(5), a notice given after this contract is entered into in accordance with clause 11.3(3) will be treated as given:
  - 5 Business Days after posting; or
  - if sent by email, at the time it is sent.
- Notices given by personal delivery or by email between 5pm on a Business Day (the "first Business Day") and 9am on the next Business Day (the "second Business Day") will be treated as given or delivered at 9am on the second Business Day.
- If two or more notices are treated as given at the same time under clause 11.3(5), they will be treated as given in the order in which they were sent or delivered.

- Notices or other written communications by a party's solicitor (for example, varying the Inspection Date, Finance Date or Settlement Date) will be treated as given with that party's authority.
- Subject to the requirements of any law, for the purposes of clause 11.3(3)(b) and clause 11.5 the notice or information may be contained within an email, as an attachment to an email or located in an electronic repository accessible by the recipient by clicking a link in an email.
- A communication given using a messaging system in an ELNO System is not a notice for the purpose of this contract.

### 11.4 Electronic Signing

If this contract is signed by any person using an Electronic Signature, the Buyer and the Seller:

- agree to enter into this contract in electronic form; and
- consent to either or both parties signing the contract using an Electronic Signature.

### 11.5 Pre-contract Disclosure

The Buyer consents to the Seller's use of electronic communication to give any notice or information required by law to be given to the Buyer (including a Seller Disclosure Statement) which was given before the Buyer signed this contract.

### 11.6 Business Days

- If the Settlement Date, Finance Date or Inspection Date fall on a day that is not a Business Day, then it falls on the next Business Day.
- If anything else (other than payment of all or part of the Deposit) is required to be done on a day that is not a Business Day, it must be done instead on the next Business Day.

### 11.7 Rights After Settlement

Despite settlement and registration of the transfer, any term of this contract that can take effect after settlement or registration remains in force.

### 11.8 Further Acts

If requested by the other party, each party must, at its own expense, do everything reasonably necessary to give effect to this contract.

### 11.9 Severance

If any term or part of a term of this contract is or becomes legally ineffective, invalid or unenforceable in any jurisdiction it will be severed and the effectiveness, validity or enforceability of the remainder will not be affected.

### 11.10 Interpretation

#### (1) Plurals and Genders

Reference to:

- the singular includes the plural and the plural includes the singular;
- one gender includes each other gender;
- a person includes a body corporate; and
- a party includes the party's executors, administrators, successors and permitted assigns.

#### (2) Parties

- If a party consists of more than one person, this contract binds them jointly and each of them individually.
- A party that is a trustee is bound both personally and in its capacity as a trustee.

#### (3) Acts and Regulations

Reference to an Act, regulation or statutory form includes all amendments, consolidations or replacements of them.

#### (4) **Inconsistencies**

If there is any inconsistency between any provision added to this contract and the printed provisions, the added provision prevails.

#### (5) **Headings**

Headings are for convenience only and do not form part of this contract or affect its interpretation.

#### (6) **Calculating Time**

If anything is permitted or required to be done:

- (a) a number of days or Business Days before a specified date, the date by which that thing may or must be done is to be calculated excluding the specified date;

Example: if the Settlement Date falls on a Friday, 2 days before the Settlement Date is Wednesday.

- (b) "at least" a number of days or Business Days before a specified date or a clear number of days or Business Days before a specified date, the date by which that thing may or must be done is to be calculated excluding the specified date and excluding the day on which the thing may or must be done;

Example: if the Settlement Date falls on a Friday, at least 2 days before the Settlement Date or 2 clear days before the Settlement Date is Tuesday.

- (c) a number of days or Business Days after a specified date, the date by which that thing may or must be done is to be calculated excluding the specified date.

Example: if the Contract Date falls on a Monday, 2 days after the Contract Date is Wednesday.

### **11.1 Counterparts**

- (1) This contract may be executed in two or more counterparts, all of which will together be deemed to constitute one and the same contract.
- (2) A counterpart may be electronic and signed using an Electronic Signature.

## **12. ADDITIONAL PROVISIONS FOR COMMUNITY TITLE LOTS**

### **12.1 When clause applies**

This clause 12 applies if the Lot is a lot in a community titles scheme under the *Body Corporate and Community Management Act 1997*.

### **12.2 Additional Definitions**

- (1) The following additional definitions apply:
  - (a) "**Body Corporate**" means the body corporate of the Scheme.
  - (b) "**Body Corporate Debt**" has the meaning in the Regulation Module but excludes the Body Corporate Levies for the period which includes the Settlement Date;
  - (c) "**Body Corporate Levies**" means regular periodic contributions levied on the owner of the Lot (including, if applicable, levied under an exclusive use by-law) excluding any Special Contribution;
  - (d) "**Exclusive Use Area**" means part of the common property for the Scheme allocated to the Lot under an exclusive use by-law;
  - (e) "**Principal Body Corporate**" means, where the Scheme is a subsidiary scheme in a layered arrangement of community titles schemes, the body corporate for each higher scheme;
  - (f) "**Scheme**" means the community titles scheme containing the Lot;
  - (g) "**Scheme Land**" means the scheme land (as defined in the *Body Corporate and Community Management Act 1997*) for the Scheme;

- (h) "**Special Contribution**" means an amount levied by the Body Corporate on the owner of the Lot under the Regulation Module for a liability for which no provision or inadequate provision has been made in the budget of the Body Corporate;

- (i) "**Regulation Module**" means the regulation module for the Scheme.

- (2) The following definitions in clause 1.1 are modified as stated:

- (a) "**Outgoings**" also includes Body Corporate Levies;
- (b) "**Property**" also includes the right to any Exclusive Use Areas except in clause 7.4(2)(a);
- (c) "**Reserved Items**" also includes all chattels in the Exclusive Use Areas which are not Included Chattels.

- (3) For clauses 3.5(1)(c)(i) and 3.5(7) the references to "authority" include the Body Corporate.

- (4) Words and phrases defined in the *Body Corporate and Community Management Act 1997* have the same meaning in clause 12 unless the context indicates otherwise.

### **12.3 Body Corporate Records Inspection**

- (1) This contract is conditional upon the Buyer being satisfied that it will not be materially prejudiced by any circumstances discovered on an inspection of the Body Corporate's records by the Records Inspection Date. The Buyer must take all reasonable steps to inspect the records.
- (2) The Buyer must give notice to the Seller that:
  - (a) the Buyer:
    - (i) despite taking all reasonable steps has been unable to inspect the Body Corporate's records by the Records Inspection Date; or
    - (ii) is not satisfied with its inspection in accordance with 12.3(1), and the Buyer terminates this contract; or
  - (b) clause 12.3(1) has been either satisfied or waived by the Buyer.
- (3) If the Buyer terminates this contract and the Seller asks the Buyer for further details the Buyer must give written reasons to the Seller without delay.
- (4) The Seller may terminate this contract by notice to the Buyer if notice is not given under clause 12.3(2) by 5pm on the Records Inspection Date. This is the Seller's only remedy for the Buyer's failure to give notice.
- (5) The Seller's right under clause 12.3(4) is subject to the Buyer's continuing right to give written notice to the Seller of satisfaction, termination or waiver pursuant to clause 12.3(2).

### **12.4 Adjustment of Land Tax**

- (1) For clause 3.5(4), the Site Value of the Lot will be calculated in accordance with section 29 of the *Land Tax Act 2010*.
- (2) If there is no separate Site Value for the Scheme Land, clause 3.5(5) applies as if each reference to the Lot was a reference to the Scheme Land.

### **12.5 Body Corporate Debts**

- (1) The Seller is liable for:
  - (a) any Special Contribution for which a levy notice has been issued on or before the Contract Date; and
  - (b) any other Body Corporate Debt (including any penalty or recovery cost resulting from non-payment of a Body Corporate Debt) owing in respect of the Lot at settlement.

- (2) The Buyer is liable for any Special Contribution levied after the Contract Date.
- (3) If an amount payable by the Seller under clause 12.5(1) is unpaid at the Settlement Date:
  - (a) for an Electronic Settlement, at settlement the Financial Settlement Schedule must specify payment of the relevant amount to the Body Corporate;
  - (b) otherwise, the Buyer may deduct the relevant amount from the Balance Purchase Price at settlement and must pay it promptly to the Body Corporate.
- (4) For the purposes of clause 12.5(1), an amount payable under an exclusive use by-law will be treated as levied on the date it is due.

#### 12.6 Notice of purchase to Body Corporate

- (1) The Buyer must:
  - (a) complete and sign a *BCCM Form 8 Information for body corporate roll ("Form 8")* and provide a copy to the Seller on or before settlement; and
  - (b) provide the Form 8 to the Body Corporate promptly after settlement.
- (2) If the Buyer fails to comply with clause 12.6(1)(b), the Buyer authorises the Seller to provide the copy of the Form 8 to the Body Corporate.

#### 12.7 Title

For clause 7.1, the Lot is also sold subject to the *Body Corporate and Community Management Act 1997*, the by-laws of the Body Corporate and, if the Scheme is a subsidiary scheme, the by-laws of each body corporate which apply to the Scheme.

#### 12.8 Encumbrances

For clause 7.2, the Property is also sold subject to the statutory easements implied by Part 6A of the *Land Title Act 1994* and interests registered on the common property for the Scheme.

#### 12.9 Seller's Additional Warranties

- (1) The Seller warrants that at the Contract Date, except as disclosed in this contract or the Seller Disclosure Statement:
  - (a) the Seller:
    - (i) has not received notice of a meeting of the Body Corporate to consider; and
    - (ii) is not aware of a resolution of the Body Corporate, consenting to the recording of a new community management statement for the Scheme differing from the community management statement recorded for the Scheme at the Contract Date; and
  - (b) all necessary Body Corporate consents to improvements made to common property and which benefit the Lot or the registered owner of the Lot are in force; and
  - (c) the Seller has not received notice of a by-law contravention relating to the Lot from the Body Corporate or a Principal Body Corporate which has not been fully complied with or otherwise remains in effect.
- (2) If the Seller breaches a warranty in clause 12.9(1) and, as a result, the Buyer is materially prejudiced, the Buyer may terminate this contract by notice to the Seller given before settlement but may not claim damages or compensation.
- (3) Clauses 12.9(1) and 12.9(2) do not restrict any statutory rights the Buyer may have which cannot be excluded by this contract.

#### 12.10 Body Corporate Meetings

- (1) The Seller must promptly give the Buyer a copy of:
  - (a) any notice it receives of a proposed meeting of the Body Corporate and any Principal Body Corporate to be held after the Contract Date; and
  - (b) resolutions passed at that meeting and prior to settlement.
- (2) The Buyer may terminate this contract by notice in writing to the Seller given before settlement if it is materially prejudiced by any resolution of the Body Corporate or a Principal Body Corporate passed after the Contract Date other than a resolution, details of which are disclosed to the Buyer in this contract or in the Seller Disclosure Statement.
- (3) In clause 12.10(2) a resolution includes a decision of the Body Corporate Committee to consent to recording a new community management statement.
- (4) If the Buyer is not given a copy of the resolutions before settlement, it may sue the Seller for damages.

#### 12.11 Property Adversely Affected

For clause 7.7(1)(b), (c), (d) and (e), references to the Lot are taken to include any part of the Scheme Land.

### 13. ADDITIONAL PROVISIONS FOR BUGTA LOTS

#### 13.1 When clause applies

This clause 13 applies if the Lot is a lot in a Parcel to which the *Building Units and Group Titles Act 1980* applies.

#### 13.2 Additional Definitions

- (1) The following additional definitions apply:
  - (a) "**Body Corporate**" means the body corporate under the *Building Units and Group Titles Act 1980* for the Parcel;
  - (b) "**Body Corporate Debt**" has the same meaning as 'relevant body corporate debt' in section 41A of the *Building Units and Group Titles Act 1980* but excludes the Body Corporate Levies for the period which includes the Settlement Date;
  - (c) "**Body Corporate Levies**" means regular periodic contributions levied on the owner of the Lot (including, if applicable, levied under an exclusive use by-law) excluding any Special Contribution;
  - (d) "**Exclusive Use Area**" means part of the common property of the Parcel allocated to the Lot under an exclusive use by-law;
  - (e) "**Parcel**" has the meaning in the *Building Units and Group Titles Act 1980*;
  - (f) "**Principal Body Corporate**" means:
    - (i) a body corporate under the Relevant Specified Act of which the Body Corporate is a member; and
    - (ii) a body corporate under the Relevant Specified Act of which a body corporate in paragraph (i) is a member;
  - (g) "**Relevant Specified Act**" means whichever of the following applies to the Lot and the Parcel:
    - (i) the *Integrated Resort Development Act 1987*; or
    - (ii) the *Mixed Use Development Act 1993*; or
    - (iii) the *Registration of Plans (H.S.P. (Nominees) Pty. Limited) Enabling Act 1980*; or
    - (iv) the *Registration of Plans (Stage 2) (H.S.P. (Nominees) Pty. Limited) Enabling Act 1984*; or
    - (v) the *Sanctuary Cove Resort Act 1985*;

- (h) “**Section 53 Notice**” means the form of notice of transfer of the Lot under section 53(2)(a) of the *Building Units and Group Titles Act 1980*;
  - (i) “**Special Contribution**” means an amount levied by the Body Corporate on the owner of the Lot under section 32(1) of the *Building Units and Group Titles Act 1980* which is not a regular periodic contribution.
- (2) The following definitions in clause 1.1 are modified as stated:
- (a) “**Outgoings**” also includes Body Corporate Levies;
  - (b) “**Property**” also includes the right to any Exclusive Use Areas except in clause 7.4(2)(a);
  - (c) “**Reserved Items**” also includes all chattels in the Exclusive Use Areas which are not Included Chattels.
- (3) For clauses 3.5(1)(c)(i) and 3.5(7) the references to “authority” include the Body Corporate.
- (4) Words and phrases defined in the *Building Units and Group Titles Act 1980* have the same meaning in this contract unless the context indicates otherwise.

### 13.3 Body Corporate Records Inspection

- (1) This contract is conditional upon the Buyer being satisfied that it will not be materially prejudiced by any circumstances discovered on an inspection of the Body Corporate’s records by the Records Inspection Date. The Buyer must take all reasonable steps to inspect the records.
- (2) The Buyer must give notice to the Seller that:
  - (a) the Buyer:
    - (i) despite taking all reasonable steps has been unable to inspect the Body Corporate’s records by the Records Inspection Date; or
    - (ii) is not satisfied with its inspection in accordance with clause 13.3(1), and the Buyer terminates this contract; or
  - (b) clause 13.3(1) has been either satisfied or waived by the Buyer.
- (3) If the Buyer terminates this contract and the Seller asks the Buyer for further details the Buyer must give written reasons to the Seller without delay.
- (4) The Seller may terminate this contract by notice to the Buyer if notice is not given under clause 13.3(2) by 5pm on the Records Inspection Date. This is the Seller’s only remedy for the Buyer’s failure to give notice.
- (5) The Seller’s right under clause 13.3(4) is subject to the Buyer’s continuing right to give written notice to the Seller of satisfaction, termination or waiver pursuant to clause 13.3(2).

### 13.4 Adjustment of Land Tax

- (1) For clause 3.5(4), the Site Value of the Lot will be calculated in accordance with section 29 of the *Land Tax Act 2010*.
- (2) If there is no separate Site Value for the Parcel, clause 3.5(5) applies as if each reference to the Lot was a reference to the Parcel.

### 13.5 Body Corporate Debts

- (1) The Seller is liable for:
  - (a) any Special Contribution for which a levy notice has been issued on or before the Contract Date; and
  - (b) any other Body Corporate Debt (including any penalty or recovery cost resulting from non-payment of a Body Corporate Debt) owing in respect of the Lot at settlement.
- (2) The Buyer is liable for any Special Contribution levied after the Contract Date.

- (3) If an amount payable by the Seller under clause 13.5(1) is unpaid at the Settlement Date,
  - (a) for an Electronic Settlement, at settlement the Financial Settlement Schedule must specify payment of the relevant amount to the Body Corporate;
  - (b) otherwise, the Buyer may deduct the specified amount from the Balance Purchase Price at settlement and must pay it promptly to the Body Corporate.
- (4) For the purposes of clause 13.5(1), an amount payable under an exclusive use by-law will be treated as levied on the date it is due.

### 13.6 Section 53 Notices

- (1) The Buyer must:
  - (a) complete and sign Section 53 Notice and provide a copy to the Seller on or before settlement; and
  - (b) provide the Section 53 Notice to the Body Corporate promptly after settlement.
- (2) If the Buyer fails to comply with clause 13.6(1)(b), the Buyer authorises the Seller to provide the copy of the Section 53 Notice to the Body Corporate.

### 13.7 Title

For clause 7.1, the Lot is also sold subject to the *Building Units and Group Titles Act 1980*, the Relevant Specified Act, the by-laws of the Body Corporate and any other by-laws under the Relevant Specified Act which apply to the Parcel.

### 13.8 Encumbrances

- For clause 7.2, the Property is also sold subject to:
- (a) the easements implied or created by sections 15 to 17 of the *Building Units and Group Titles Act 1980*;
  - (b) the easements implied or created by the Relevant Specified Act; and
  - (c) interests registered on the common property for the Parcel.

### 13.9 Seller’s Additional Warranties

- (1) The Seller warrants that at the Contract Date, except as disclosed in this contract or the Seller Disclosure Statement:
  - (a) the Seller:
    - (i) has not received notice of a meeting of the Body Corporate to consider; and
    - (ii) is not aware of a resolution of the Body Corporate, to amend, add to or repeal the by-laws for the Parcel as recorded on the plan for the Parcel at the Contract Date;
  - (b) all Body Corporate consents to improvements made to common property and which benefit the Lot or the registered owner of the Lot are in force; and
  - (c) the Seller has not received notice of a by-law contravention relating to the Lot from the Body Corporate or a Principal Body Corporate which has not been fully complied with or otherwise remains in effect.
- (2) If the Seller breaches a warranty in clause 13.9(1), and, as a result, the Buyer is materially prejudiced, the Buyer may terminate this contract by notice to the Seller given before settlement but may not claim damages or compensation.
- (3) Clauses 13.9(1) and 13.9(2) do not restrict any statutory rights the Buyer may have which cannot be excluded by this contract.

### **13.10 Body Corporate Meetings**

- (1) The Seller must promptly give the Buyer a copy of:
  - (a) any notice it receives of a proposed meeting of the Body Corporate or a Principal Body Corporate to be held after the Contract Date; and
  - (b) resolutions passed at that meeting and prior to settlement.
- (2) The Buyer may terminate this contract by notice in writing to the Seller given before settlement if:
  - (a) a resolution of the Body Corporate or a Principal Body Corporate is passed after the Contract Date; and
  - (b) the Buyer would be materially prejudiced if required to settle this contract,unless details of the resolution were disclosed to the Buyer in this contract or the Seller Disclosure Statement.

### **13.11 Property Adversely Affected**

For clause 7.7(1)(b), (c), (d) and (e), references to the Lot are taken to include any part of the Parcel.

ACN: 654 134 442

PH: 0488 000 816

Email: electricalnow@bigpond.com



CERTIFICATE OF:  
(Mark relevant check box)

TESTING AND COMPLIANCE (Electrical installations)  
Issued in accordance with s227 of the Electrical Safety Regulation 2013

TESTING AND SAFETY (Electrical equipment)  
Issued in accordance with s26 of the Electrical Safety Regulation 2013

Work performed for: .....

Address: 25 QUIET VALLEY CR, BUNOERIM

Electrical installation/Equipment tested (include site address for electrical work if different from above)

<u>19 x DOWNLIGHTS, 3 x DIMMERS</u>
<u>1 x SPOTLIGHT, 6 x INTELLCONNECTED SMOKE ALARMS</u>
<u>3 x CEILING FANS</u>
<u>5 x DOUBLE POWERPOINTS</u>
<u>1 x WEATHER PROOF POWER POINTS</u>
<u>1 x TV POINT</u>
<u>1 x 7.1 KWH MITSUBISHI ELECTRIC AIRCONDITIONER</u>

Date of test: 9-5-2024 Electrical contractor Licence number: 89256

Name on contractor licence: CLAYTON THORNE

Electrical contractor licence number: 89256

Electrical contractor phone number: 0488 000 816

For electrical installations, this certifies that the electrical installation, to the extent it is affected by the electrical work, has been tested to ensure that it is electrically safe and is in accordance with the requirements of the wiring rules and any other standard applying under the Electrical Safety Regulation 2013 to the electrical installation.  
For electrical equipment, this certifies that the electrical equipment, to the extent that it is affected by the electrical work, is electrically safe.

Name: CLAYTON THORNE

Signature: [Signature]

Date: 9-5-2024

person

Alarms and

de 4556

ing/structure

energy  
oved plans.

This form is to be used for the purposes of sections 74 and 77 of the Building Regulation 2021 (appointed competent person statement that an aspect of work has been completed and complies with the building development approval).

Information about how to complete this form is in the Appendix at the end of the form.

<p><b>1. Indicate the aspect of the building work</b></p> <p>Examples of aspects of the stage of building work (and not limited to the examples provided below):</p> <p>waterproofing, tiling, glazing, energy efficiency, emergency lights, exit signs, smoke detection, air-conditioning.</p>	<p>Aspect of building work (indicate the aspect)</p> <p>Installation of hard wired, photoelectric and interconnected Smoke Alarms and energy efficient lightin</p>		
<p><b>2. Property description</b></p> <p>The description must identify all land the subject of the application.</p> <p>The lot and plan details (e.g. SP/RP) are shown on title documents or a rates notice.</p> <p>If the plan is not registered by title, provide previous lot and plan details.</p>	<p>Street address (include number, street, suburb/locality and postcode)</p> <p>25 Quiet Valley Cr, Buderim</p> <p>State <input type="text" value="QLD"/> Postcode 4556</p> <p>Lot and plan details (attach list if necessary)</p> <p>Local government area the land is situated in</p>		
<p><b>3. Building/structure description</b></p>	<table border="1"> <tr> <td data-bbox="560 1131 1038 1547"> <p>Building/structure description</p> <p>Dwelling / Additions &amp; Alterations</p> </td> <td data-bbox="1038 1131 1428 1547"> <p>Class of building/structure</p> <p>1a</p> </td> </tr> </table>	<p>Building/structure description</p> <p>Dwelling / Additions &amp; Alterations</p>	<p>Class of building/structure</p> <p>1a</p>
<p>Building/structure description</p> <p>Dwelling / Additions &amp; Alterations</p>	<p>Class of building/structure</p> <p>1a</p>		
<p><b>4. Description of the extent of aspect/s certified</b></p> <p>Clearly describe the extent of work covered by this certificate, i.e. all structural aspects of the steel roof beams and location i.e. what floors the work was on, the parts of a room.</p>	<p>Hard wired, photoelectric and interconnected smoke alarms and energy efficient lighting has been installed in locations indicated on approved plans.</p>		

<b>5. Basis of certification</b> Detail the basis for giving the certificate and the extent to which tests, specifications, rules, standards, codes of practice and other publications were relied upon.	Part 4 of the Building Regulation 2021, Part 3.7.5.2 of The Building Code of Australia and AS3786
---	---

<b>6. Reference documentation</b> Clearly identify any relevant documentation, e.g. numbered structural engineering plans.	Reference the approved plans here
---	-----------------------------------

<b>7. Building certifier reference number and building development approval number</b>	Building certifier's name <i>(in full)</i> ..... Building certifier reference number      Building development approval number .....
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<b>8. Details of appointed competent person</b>	Name <i>(in full)</i> Clayton Thorne ..... Company name <i>(if applicable)</i> Contact person Electrical Now Pty Ltd      Clayton ..... Business phone number      Mobile number 0488 000 816      0488000816 ..... Email address electricalnow@bigpond.com ..... Postal address 287 Petrie Creek Rd, Rosemount ..... State <input type="text" value="QLD"/> Postcode 4560 ..... Licence class or registration type <i>(if applicable)</i> Electrical Contractor ..... Licence class or registration number <i>(if applicable)</i> 89256 ..... Date request to inspect received from building certifier .....
---	---

<b>9. Signature of appointed competent person</b>	Signature      Date C. Thorne      30/11/2023
---	--

**LOCAL GOVERNMENT USE ONLY**

Date received		Reference number/s	
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## Appendix – explanatory information

**IMPORTANT NOTE:** a competent person who knowingly or reasonably suspects the information they are giving to the building certifier is false or misleading, including the information contained in this certificate (Form 12), commits an offence and is liable to a maximum penalty of 100 penalty units.

**When is this certificate needed?** (sections 10 of the *Building Act 1975* (Building Act) and 75 of Building Regulation 2021 (BR 2021))  
When performing a building certification function, a building certifier may accept and rely on **an aspect inspection certificate** from an appointed competent person to satisfy themselves that an aspect of work has been completed and complies with the building development approval.

For a single detached class 1a building a building certifier can only accept this form for an aspect of work that is for

- boundary clearance if the appointed competent person is a cadastral surveyor, and,
- the reinforcement of footing systems if the appointed competent person is the appropriate registered professional engineer.

For further information about inspections for detached class 1a and 10 buildings or structures, refer to **Guideline for inspections of class 1 and 10 buildings and structures**.

**Who can sign this certificate (Form 12)?** (part 9, division 2, section 74 of the BR 2021)

A person assessed and appointed as a competent person (inspections) must complete the approved form (Form 12) and give it to the building certifier after they (1) inspect the aspect of work; and (2) are satisfied the aspect of work has been completed and complies with the building development approval.

**Competent person** (section 10, Part 6 of the BR 2021)

A building certifier must assess and decide to appoint an individual as a competent person before they can, as a competent person, give inspection help or design-specification help. The building certifier is required to keep detailed records about what was considered when appointing a competent person.

A competent person cannot give inspection help to a building certifier until they have been appointed by the building certifier. For further information about assessment of someone as a competent person refer to the **Guideline for the assessment of competent persons**.

**Inspection help** (section 34 of the BR 2021)

A building certifier must be satisfied that an individual is competent to give the type of inspection help having regard to the individual's experience, qualifications and skills and if required by law to hold a licence or registration, that the individual is appropriately registered or licensed.

For further information about conducting inspections for class 2 to 9 buildings, refer to the **Guideline for inspection of class 2 to 9 buildings**.

### How to complete this form

#### Section 1 – Aspect of building work

An aspect of building work means a component of a stage of the building work, for example water proofing. A stage of assessable building work (requires a building development approval) is a stage of the work, prescribed by regulation, that may be inspected, or stated in a building development approval by the relevant building certifier.

#### Section 2 – Property description

The property description must identify all the land the subject of the application. The lot and plan details (e.g. SP/RP) can be found on title documents or a rates notice. If the plan is not registered by title, provide previous lot and plan details.

#### Section 3 – Building / structure description

Describe the type of building or structures and provide the classification determined under the National Construction Code (NCC). The NCC can be accessed at the Australian Building Codes Board's website.

#### Section 4 – Describe the extent or location of the aspect work inspected.

Clearly describe the extent of work covered by this certificate, i.e. all structural aspects of the steel roof beams and location i.e. what floors the work was on, the parts of a room.

#### Sections 5 – Basis for the certification and section 6 Reference documentation (section 77 of BR 2021)

The appointed competent person (inspections) must state the basis for giving the certificate (Form 12) including the extent to which the competent person has relied on tests, specifications, rules, standards, codes of practice or other publications to make their decision that the aspect of work has been completed and complies with the building development approval.

Under the regulation (section 76) the appointed competent person (inspections) may accept and rely on a certificate (Form 12) from another appointed competent person (inspections) without inspecting the work. Although this can only be done if the inspection was carried out in accordance with best industry practice.

### Other relevant inspection / aspect forms

**Aspect work – assessable building work: Form 43 – Aspect certificate (completed by a QBCC licensee)** - for aspect work for a single detached class 1a building and class 10 buildings and structures .

**Aspect work not subject to a building development approval - accepted development (self-assessable): Form 30 – (completed by a QBCC licensee)** - given to either the builder or the owner of the building, stating the subject aspect work complies with the relevant provisions, standards and codes.

Stages of work: Form 16 – Inspection certificate (completed by a building certifier or competent person) for a stage of work.

Building design – specification: Form 15 – Compliance certificate for building design or specification (completed by a competent person (design – specification)) for an aspect of stating a building design – specification will, if installed or carried out to the detail under this Form will comply with the building assessment provisions.

For all other building forms and guidelines visit the [Business Queensland website](#).

**PRIVACY NOTICE**

The Department of Energy and Public Works is collecting personal information as required under the *Building Act 1975*. This information may be stored by the Department, and will be used for administration, compliance, statistical research and evaluation of building laws. Your personal information will be disclosed to other government agencies, local government authorities and third parties for purposes relating to administering and monitoring compliance with the *Building Act 1975*. Personal information will otherwise only be disclosed to third parties with your consent or unless authorised or required by law.

# Annexure A: Authority to Conduct the Sale of Property or Land by Openn Negotiation.



## Parties

The person or persons specified in Part 1 of this Property Occupations Form 6.

**Seller(s):** EMILY FRANCES ALBURY & JAKE ADAM ALBURY

The real estate agent duly authorised to act on behalf of the Seller pursuant to the *Property Occupations Act 2016 (QLD)* and *Property Occupations Regulation 2014 (QLD)* specified in Part 2 of this Property Occupations Form 6.

**Agent / Licensee:** MATTHEW DIESEL (LICENCE NUMBER 3921162)

## 1. It is agreed

- 1.1 The Parties note and confirm the Seller has engaged the Agent to act on the sale of the Property by means of public auction, conducted through the Openn Negotiation process (as defined herein) in accordance with the Bidders Registration, Authority to Bid and Terms of Use (Queensland) (attached schedule 1).
- 1.2 The Seller agrees to be bound by the Bidders Registration, Authority to Bid and Terms of Use during the Openn Negotiation Period. Neither the Seller or the Agent will accept or consider any offers to purchase the Property, in any form, that do not comply with the process to become a Qualified Bidder as detailed in the Bidders Registration, Authority to Bid and Terms of Use. The Seller instructs the Agent to only communicate those offers that comply with the Qualified Bidder process referred to in this Clause.
- 1.3 The Parties acknowledge where there is a conflict between any additional or special condition normally inserted by the Seller's solicitor/conveyancer into the Contract for Houses and Residential Land, or the Contract for Residential Lots in a Community Title Scheme (as the case may be), the Bidders Registration, Authority to Bid and Terms of Use (Queensland) will prevail to the extent of any inconsistency.
- 1.4 The Seller will be bound by the Bidders Registration, Authority to Bid and Terms of Use (Queensland) during the Openn Negotiation.

## 2. Definitions and Interpretation

In this document:

- 2.1 **Address** means the address of the Property specified in Part 3 of this Property Occupations Form 6;
- 2.2 **Act** means, unless the context indicates otherwise, the *Property Occupations Act 2014 (QLD)*.
- 2.3 **App** means the specialised software program designed to facilitate the Openn Negotiation and known as "Openn";
- 2.4 **Auctioneer** means the auctioneer appointed by the Agent to conduct the Openn Negotiation, who must be a licensed auctioneer pursuant to the Act;
- 2.5 **Bidders Registration, Authority to Bid and Terms of Use (Queensland)** means the Terms set out in the attached Schedule 1, which are to be read in conjunction with this Annexure A;
- 2.6 **Campaign Bidding Stage** means the stage of the Openn Negotiation that commences when the Property is listed on the App and ends at the commencement of the Final Bidding Stage;
- 2.7 **Developer** means PP Valley Pty Ltd ACN 612 338 477;
- 2.8 **Final Bidding Stage** means the stage of the Openn Negotiation at which Qualified Bidders make competing bids to purchase the Property through the App, with a time limit applying to the making of bids and the process concluding when the Property is sold or all bids are exhausted;
- 2.9 **Land** means the land specified in Part 3 of this Property Occupations Form 6;
- 2.10 **Openn Negotiation** means the process for selling the Property set out in the Bidders Registration, Authority to Bid and Terms of Use (Queensland);
- 2.11 **Owner of Openn Negotiation** means Cleverbons Pty Ltd ACN 607 908 636;
- 2.12 **Price** has the meaning set out in the Bidders Registration, Authority to Bid and Terms of Use (Queensland);
- 2.13 **Property** means the property located at the Address, being the Land together with all buildings and other fixed improvements erected upon the Land together with the Chattels;
- 2.14 **Qualified Bidder** has the meaning set out in the Bidders Registration, Authority to Bid and Terms of Use (Queensland);
- 2.15 **Reserve Price** means the reserve price specified in Section 3 of Part 4 of this Property Occupations Form 6 or such other price nominated by the Seller to the Agent in writing;
- 2.16 **Sale By Private Treaty Period** means the period, subject to Part 6 of this Property Occupations Form 6, commencing on the conclusion of the Final Bidding Stage;
- 2.17 **Seller's Bid's** means a bid or bids made by or on behalf of a Seller in accordance with the Act.

## 3. Agreement to sell by Openn Negotiation

- 3.1 Pursuant to Section 1 of Part 4 this Property Occupations Form 6 the Seller appoints the Agent to offer the Property for sale by Openn Negotiation in accordance with the Act and with the Openn Negotiation to take place at the date and time specified in Clause 10 of this Annexure A. Openn Negotiation and agrees not to make or seek to make a Seller's Bid or instruct the Agent and/or Auctioneer to make a Seller's Bid during the Openn Negotiation.
- 3.2 The Seller acknowledges that Openn Negotiation is a type of auction within the meaning of that term in the Act.
- 3.3 The Seller acknowledges that Seller's Bids as defined are not compatible with
- 3.4 The Seller acknowledges that in the event of the Final Bidding Stage taking place the Seller must be available to provide instructions to the Agent and Auctioneer at such time.

## 4. Conditions of Sale

- 4.1 The sale of the Property is to be conducted in accordance with the Bidders Registration, Authority to Bid and Terms of Use (Queensland) and the Seller agrees to be bound by the terms of the Openn Negotiation as described in the Bidders Registration, Authority to Bid and Terms of Use (Queensland), including, but not limited to, the Campaign Bidding Stage and the Final Bidding Stage. Authority to Bid and Terms of Use (Queensland).
- 4.2 The Seller acknowledges that the Openn Negotiation will be primarily conducted through the App in accordance with the Bidders Registration,
- 4.3 The Openn Negotiation is to be subject to the Reserve Price and the Seller must provide a Reserve Price to the Agent before the Final Bidding Stage and if, during the Final Bidding Stage, the highest bid is at or above the Reserve Price, the Seller must sell the Property to that bidder.
- 4.4 The Final Bidding Stage will commence on the auction date and time set out in clause 10 or at such other date and time nominated by the Seller.

## 5. Authority

- 5.1 In the event the Seller is unable to be present at the location from where the Auctioneer is conducting this sale, the Seller appoints and authorises the Auctioneer as the Seller's agent to do the following:
  - (a) Sign the contract for the sale of the Property on the Seller's behalf as set out in the Bidders Registration, Authority to Bid and the Terms of Use (Queensland); and
  - (b) make any amendments to the Contract that the Seller has authorised; and
  - (c) execute the Contract on the Seller's behalf; and
  - (d) complete the exchange of Contract so that the contracts become binding.
- 5.2 The appointment and authority in clause 5.1 is non-revocable.

## 6. Liability

- 6.1 The Seller releases and holds harmless the Agent, Auctioneer, Owner of Openn Negotiations and the Developer and their officers, directors and employees from and against all actions, suits, demands, claims, losses, damages and costs whatsoever, whether at law or in equity arising out of any technical failure of the App.
- 6.2 The Seller releases the Agent, Auctioneer, the Owner of Openn Negotiation and the Developer against all actions, claims, demands arising from or in connection with a failure by a purchaser or registered bidder to complete a sale.
- 6.3 Nothing in these Annexure A terms and conditions (including this clause 6) excludes, restricts or modifies any rights or statutory guarantees that the Seller may have under applicable laws that cannot be excluded, restricted or modified, including any such rights or statutory guarantees under the Australian Consumer Law. To the extent that these terms and conditions are found to exclude, restrict or modify any such rights or statutory guarantees, those rights and/or statutory guarantees prevail to the extent of the inconsistency.
- 6.4 The Agent discloses and the Seller acknowledges the Developer will use reasonable efforts to maintain an uninterrupted service for the App but neither the Agent or the Developer guarantee this and, to the extent permitted by law, neither the Agent or the Developer give any promises or warranties (whether express or implied) about the availability of the App that the App will be uninterrupted or error-free. Notification functionality in the App may not occur in real time. That functionality is subject to delays beyond the control of the Agent and the Developer, including without limitation, delays or latency due to the Seller's physical location or the Seller's wireless data service provider's network.
- 6.5 To the extent permitted by law, and without limiting any rights that the Seller may have under the Australian Consumer Law, the Agent's and the Developer's liability to the Seller for any failure by the Agent or the Developer to comply with any statutory guarantee under the Australian Consumer Law is limited to the Agent and/or the Developer supplying the Services again or paying you the cost of having the Openn Negotiation process supplied again.

## 7. Warranty

- 7.1 The Developer and the Agent do not warrant, guarantee or make any representation that:
- The Openn website ([www.openn.com.au](http://www.openn.com.au)), the App, or the servers that make them available are free of software viruses;
  - The functions effected by the software contained on the website or the App will operate uninterrupted or are error-free; and
  - Error and defects in the website or the App or the software contained in them will be corrected in a timely manner or at all.

## 8. Seller's Warranty

- 8.1 The Seller warrants that the Seller has the authority to enter into this agreement and that no other person holds an Property Occupations Form 6 for the Property.

## 9. Disputes

- 9.1 The Seller has the right to refer any dispute that arises with the Agent to a number of different institutions. Depending upon the nature of the dispute these institutions may include The Real Estate Institute of Queensland (REIQ), a Dispute Resolution Centre, the civil and criminal legal systems, the Australian Competition and Consumer Commission and Office of Fair Trading, Queensland.

## 10. Time and Date of Open Negotiation

The Final Bidding Stage of the Openn Negotiation will commence at TO BE CONFIRMED am/pm on TO BE CONFIRMED or at such other date and time nominated by the Seller

## 11. Execution

### Seller's Signature

X *Emily Albury*

Name of Seller: EMILY FRANCES ALBURY

Date: 27-03-2026

### Seller's Signature

X *Jake Albury*

Name of Seller: JAKE ADAM ALBURY

Date: 27-03-2026

### Agent or Agent's Representative Signature

X *Matt Diesel*

Name of Agent or Agent's Representative: MATTHEW DIESEL

Date: 30-03-2026

## 1. Parties and Bidder Registration

**BIDDER** Full Legal Name(s): \_\_\_\_\_  
 OR:  
 Company Name: \_\_\_\_\_ A.B.N. \_\_\_\_\_

Name of the Officer of the Company: \_\_\_\_\_ Position Held: \_\_\_\_\_  
*(if the Property sells at the Openn Negotiation auction, then the bidder named above is taken to be the successful bidder)*

Is the Buyer registered for GST and acquiring the Land for a creditable purpose? (select whichever is applicable)  YES  NO

Address: \_\_\_\_\_ Postcode: \_\_\_\_\_

Phone: \_\_\_\_\_ Mobile: \_\_\_\_\_ Email: \_\_\_\_\_

**ID** PROOF OF IDENTITY. Document type: \_\_\_\_\_ Document identifier: \_\_\_\_\_ Includes the Bidders name and address   
*A proof of identity is a card or document that is issued by the government or a statutory authority of Queensland, the Commonwealth, another State or Territory, or by an authorised deposit taking institution. It can be a Drivers Licence and or a Passport.*

Bidder's Solicitor: \_\_\_\_\_ Phone: \_\_\_\_\_ Email \_\_\_\_\_

Solicitor's Address: \_\_\_\_\_ Postcode: \_\_\_\_\_

and;

**SELLER** Full Name(s): \_\_\_\_\_

Address: \_\_\_\_\_ Postcode: \_\_\_\_\_

Email: \_\_\_\_\_

(collectively referred to as the Parties)

## 2. Seller Agent and Auctioneer

The real estate agent duly authorised to act on behalf of the Seller in the sale of the Property.

**SELLER AGENT** \_\_\_\_\_

**AUCTIONEER** \_\_\_\_\_

## 3. Buyer Agent (if any)

The real estate agent duly authorised to act on behalf of the Bidder to buy the Property:

**BUYER AGENT** \_\_\_\_\_

## 4. Property for Auction

4.1 The Bidder, once Registered, intends to become a Qualified Bidder and bid on the following Property by way of Openn Negotiation:

Number: \_\_\_\_\_ Street: \_\_\_\_\_

Suburb: \_\_\_\_\_ Postcode: \_\_\_\_\_

Lot: \_\_\_\_\_ On: \_\_\_\_\_ Title Reference: \_\_\_\_\_

(the Property)

4.2 The Bidder acknowledges that Openn Negotiation

4.2.1 Is a type of Auction as defined in legislation and as outlined in these Terms.

4.2.2 Pursuant to s.107 *Property, Occupations Act 2014 (QLD)* the Auction is scheduled to conclude on \_\_\_\_/\_\_\_\_/\_\_\_\_ (DATE), however, the Seller reserves the right to move the Final Bidding Stage and Auction from a set day to a new date on no less than twelve (12) hours notice to the Bidder in accordance with clause 6.4;

4.2.3 will be conducted through the Openn Negotiation App in accordance with these Terms.

## 5. Definitions and Interpretations

5.1 In these Terms the following have these meanings:

- |  |   |
|--|---|
| <p>(1) <b>Act</b> means the Property, Occupations Act 2014 (QLD);</p> <p>(2) <b>App</b> means the specialised software program designed to facilitate the Openn Negotiation and known as "Openn";</p> <p>(3) <b>Auction</b> means an auction conducted through the App and in accordance with these Terms;</p> <p>(4) <b>Auctioneer</b> means the Auctioneer appointed by the Seller or Seller Agent to conduct the Openn Negotiation, who must be licensed to conduct an Auction for the sale of property by public auction;</p> <p>(5) <b>Campaign Bidding Stage</b> means the stage of the Openn Negotiation that commences when the Property is listed on the App and ends at the earlier of the Property being sold or the commencement of the Final Bidding Stage;</p> <p>(6) <b>Contract</b> means the Contract formed between the Highest Bidder, or any Sole Bidder, who has made the Winning Bid, and the Seller incorporating these Offer Terms and the <b>attached</b> Appendix A;</p> <p>(7) <b>Developer</b> means PP Valley Pty Ltd ACN 612 338 477;</p> <p>(8) <b>Dummy Bidding</b> means false or fictitious bids made by non-genuine bidders with no intention of buying the Property and also includes any bidding practices prohibited in the State;</p> | <p>(9) <b>Fall of the Hammer</b> means the time in the Final Bidding Stage when the App announces the Final Bidding Stage has ended and no further bids will be accepted from Qualified Bidders;</p> <p>(10) <b>Final Bidding Stage</b> means the stage of the Openn Negotiation at which Qualified Bidders make competing bids to purchase the Property through the App, with a time limit applying to the making of bids and the process concluding when the Property is sold or all bids are exhausted;</p> <p>(11) <b>Highest Bidder</b> means the Qualified Bidder who makes the highest bid for the Property in the Final Bidding Stage that is accepted by the Auctioneer;</p> <p>(12) <b>Offer Terms</b> means the terms the Bidder offers for the purchase of the Property that are set out in clause 7, which if accepted by the Seller and made by the Highest Bidder or Sole Bidder as the Winning Bid, will constitute part of a binding Contract entered into by the Highest Bidder or Sole Bidder with the Seller for the purchase of the Property;</p> <p>(13) <b>Openn Negotiation</b> means the process set out in these Terms according to which the sale is to be conducted using the App;</p> <p>(14) <b>Owner</b> means Cleverbons Pty Ltd ACN 607 908 636;</p> |
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## 5. Definitions and Interpretations (continued)

- (15) **Pending Bid** means the opening bid made by a Bidder, through the App, that may be accepted by the Seller Agent in order to become a Qualified Bidder. The opening bid may be increased subsequently;
- (16) **Price** means the price at which the Property will be sold being:
- (1) the Winning Bid on the App; or
  - (2) if the Property does not sell during the Final Bidding Stage, any written price agreed to by the Bidder and Seller;
- (17) **Qualified Bidder** means a bidder who has fulfilled the requirements set out in clause 6.1 and has been approved by the Seller in accordance with clause 6.1.7;
- (18) **Reserve Price** is the minimum amount that the Seller will accept as the Winning Bid in the Openn Negotiation;
- (19) **Seller's Bids** means bids made by or on behalf of the Seller in accordance with the Act;
- (20) **Sole Bidder** means a Qualified Bidder who is the only Qualified Bidder in relation to the Property (i.e. the only bidder who has submitted to the Seller Agent Offer Terms that have been accepted by the Seller such that the bidder may take part in the Openn Negotiation);
- (21) **Standard Time** means the Australian Standard Time applicable to the State in which the Property is located;
- (22) **State** means the state or territory in which the Property is located;
- (23) **Terms** means these Openn Negotiation Bidder Registration, Authority to Bid and Terms of Use (Queensland);
- (24) **Unique Identification Number** means the unique identifying number provided by the App to each Qualified Bidder to allow them to be identified in the App;
- (25) **Winning Bid** means the successful bid made in the App which will be confirmed by the Bidder or the Auctioneer on the Contract as the Price for which the Property will be sold and includes, if applicable, the successful bid made by the Highest Bidder or any bid made by the Sole Bidder that is accepted by the Seller;
- 5.2 If the Bidder or Seller are two or more people or entities, then they are jointly and severally bound by these Terms.
- 5.3 (1) If any part of these Terms are unenforceable, illegal or void then that part is severed and the remainder of these Terms remain in force.
- (2) The Parties agree that the laws of the State will apply to the sale of the Property on the App (including, but not limited to, the laws that govern the sale of real property by public auction).
- (3) The Parties agree to submit to the courts of the State to determine any dispute in relation to these Terms.

## 6. Declaration and Terms

### 6.1 The Openn Negotiation process

- 6.1.1 The Bidder must become a Qualified Bidder to participate in the Openn Negotiation process. In order to become a Qualified Bidder, the Bidder must, prior to the Final Bidding Stage and after inspecting the Property:
- (1) download the App;
  - (2) access and register their details in the App;
  - (3) select the Property in the App;
  - (4) enter their Pending Bid in the App;
  - (5) complete the Offer Terms in clause 7;
  - (6) provide their contact details to the Seller Agent;
  - (7) the Offer Terms must state all terms upon which the Bidder is prepared to purchase the Property other than the proposed purchase price.
- 6.1.2 In the Campaign Bidding Stage, other Qualified Bidders may join the negotiation process.
- 6.1.3 Throughout the Campaign Bidding Stage, any Qualified Bidder may increase their bid by providing further bids through the App.
- 6.1.4 All Qualified Bidders will be able to see all accepted bids made on the Property. The Seller has instructed the Agent to only accept bids made by Qualified Bidders in accordance with these Terms. Any bids that do not comply with this clause would not be passed to the Seller.
- 6.1.5 The Campaign Bidding Stage finishes at the commencement of the Final Bidding Stage.
- 6.1.6 The Property can only be sold to a Sole Bidder pursuant to clause 6.7.
- 6.1.7 Prior to the Final Bidding Stage, the Seller will determine whether the conditions in each submitted Offer Terms are such that the Seller agrees to that potential Bidder being eligible to participate in the Openn Negotiation. If so, that potential bidder becomes a Qualified Bidder and the Seller Agent will approve the Qualified Bidder on the App. If the then Qualified Bidder is the eventual buyer, the conditions set out in the Offer Terms as agreed by the Seller, will be incorporated into and be part of the Contract entered into by the Seller and any Qualified Bidder who has become the buyer.

### 6.2 Once the Agent approves the Qualified Bidder on the App, the App will:

- (1) send a confirmation notification to the Qualified Bidder;
- (2) show when the Final Bidding Stage will commence as provided for in clause 6.5; and
- (3) provide them with a Unique Identification Number that will be used to identify them in the App.

### 6.3 Qualified Bidders are entitled to participate in the Openn Negotiation on the basis that:

- (1) other than the Price and as provided for in clause 6.6, the Seller and Qualified Bidders are bound by the Offer Terms;
- (2) any bid made on the App using a Qualified Bidder's Unique Identification Number will be deemed to have been made by that Qualified Bidder;
- (3) during the Campaign Bidding Stage and the Final Bidding Stage the Auctioneer may determine a minimum sum by which any bid must exceed the previous bid and no bid will be accepted that does not meet that requirement;
- (4) during the Final Bidding Stage, the App will set a time limit during which Qualified Bidders may consider whether or not to place a bid;
- (5) the Auctioneer may withdraw bids, at their complete discretion;
- (6) the Seller may not bid personally, either directly or by an agent or other representative;
- (7) Dummy Bidding and/or encouraging another party to engage in Dummy Bidding constitutes a breach of these Terms and may have serious consequences;
- (8) subject to clause 6.6, once commenced the Openn Negotiation cannot be terminated by the Seller or any other party until all bids are exhausted;
- (9) if there are one or more bids at or exceeding the Reserve Price, the bid made by the Highest Bidder will be recorded as the Winning Bid. The Winning Bid will be written on the Contract as the Price that the Bidder will purchase the Property;

- (10) the Qualified Bidder is solely responsible for the operation of the App, internet and mobile access, and coverage to allow access to the App, access to the account, and the making of each bid in the Openn Negotiation;
- 6.4 Commencement of the Final Bidding Stage  
The Final Bidding Stage will commence at the date and time nominated by the Seller provided that:
- (1) the Final Bidding Stage must commence between 8.00am and 9.00pm on the Standard Time; and
  - (2) if the date and time for the Final Bidding Stage has changed since the Qualified Bidder entered their Pending Bid, the Seller Agent and/or the Auctioneer will use reasonable endeavours to contact that Qualified Bidder no less than 12 hours prior to the commencement of the Final Bidding Stage to advise when the Final Bidding Stage will commence.

### 6.5 Conduct of Final Bidding Stage

- During the Final Bidding Stage, the Openn Negotiation will be conducted as follows:
- (1) during the Final Bidding Stage, the App will display the current highest bid. Qualified Bidders may choose to make a further bid exceeding what is then the highest bid by increments determined by the Auctioneer, in accordance with clause 6.3(3);
  - (2) the App will display the Unique Identification Number for each Qualified Bidder and show which Qualified Bidder has made the highest bid at any point in the Final Bidding Stage;
  - (3) during the Final Bidding Stage, the App will indicate:
    - (a) the minimum sum by which any bid must exceed the previous bid is determined by the Auctioneer through the App in accordance with clause 6.3(3); and
    - (b) the time period during which further bids may be made before the current bid is successful;
  - (4) the Final Bidding Stage will proceed, with the Qualified Bidders increasing their bids, until all bids are exhausted within the time period set by the App;
  - (5) the ultimate buyer of the Property will be the Qualified Bidder who bids the highest sum at or in excess of the Reserve Price that is accepted at the Fall of the Hammer;
  - (6) once commenced, the Final Bidding Stage cannot be terminated by the Seller or any other party until all bids have been exhausted;
  - (7) the Auctioneer may remove bids at their complete discretion if they think they are likely to have been made in error or bad faith;
  - (8) as soon as practicable after the App records that the Highest Bidder has made the Winning Bid, the Highest Bidder or Auctioneer (on behalf of the Highest Bidder) will complete the Contract to incorporate the Offer Terms and the Price and sign the Contract;
  - (9) if any dispute arises in relation to any bid, such dispute will be determined by the Auctioneer;
  - (10) the Auctioneer may also pause the time limit for making bids during the Final Bidding Stage for the purpose of taking instructions from the Seller or conferring with Qualified Bidders, and such a pause will be displayed on the App and visible to all Qualified Bidders.

### 6.6 Reserve Price

- (1) The Property is offered for sale subject to a Reserve Price.
- (2) If no bid exceeds the Reserve Price in the Final Bidding Stage, the Seller is not obliged to sell the Property.
- (3) If one or more bids in the Final Bidding Stage equals or exceeds the Reserve Price, then the Seller must sell the Property to the Highest Bidder.
- (4) If none of the bids made by the Qualified Bidders equal or exceed the Reserve Price, the Seller may choose to negotiate with one or more of the Qualified Bidders to sell the Property.

**6. Declaration and Terms (continued)**

- 6.7** Purchase of the Property by a Sole Bidder  
 The Seller may accept Offer Terms and the price made in a bid by a Qualified Bidder during the Campaign Bidding Stage without commencing the Final Bidding Stage where there is only one Qualified Bidder who will then be the Sole Bidder and:
- (1) all bids by the Sole Bidder must be made through the App;
  - (2) the Seller may accept any bid made by a Sole Bidder through the App without commencing the Final Bidding Stage;
  - (3) if the Reserve Price has not yet been met, the Auctioneer must receive in writing from the Seller confirmation they will accept a lower Reserve Price;
  - (4) this bid will then become the Winning Bid with acknowledgement to the Sole Bidder of the Seller's intention to accept their bid as the Winning Bid. The Sole Bidder or Auctioneer (on behalf of the Sole Bidder) will complete the Contract to incorporate the Offer Terms and the Price and sign the Contract.
- 6.8** Purchase of the Property otherwise than during the Campaign Bidding Stage or Final Bidding Stage  
 If the Property does not sell during the Final Bidding Stage, but an offer is made by a Qualified Bidder that is accepted by the Seller before noon (standard time)

the following day:  
 (1) the sale must be on the Offer Terms (other than price); and  
 (2) the sale will be conducted in accordance with these Terms.

- 6.9** Restarting the Openn Negotiation due to technical failure
- (1) The Auctioneer may allow the Openn Negotiation to time out during the Final Bidding Stage and be restarted if:
    - (a) they reasonably consider that a technical problem has occurred with the App such that the Openn Negotiation cannot properly proceed; or
    - (b) they reasonably consider that one or more Qualified Bidders are experiencing difficulties with the use of the App so that the Openn Negotiation cannot properly proceed.
  - (2) If the Auctioneer cancels the Openn Negotiation in accordance with clause 6.9(1), the Seller Agent will contact the Qualified Bidders to advise them of a new Openn Negotiation (and a new Final Bidding Stage) provided that upon the Openn Negotiation restarting in these circumstances, no Qualified Bidder will be bound by any prior bid and will be free to recommence bidding at any amount they wish.

**7. Offer Terms**

The Bidder's offer to purchase the Property is subject to the following conditions which are incorporated into the Contract should the Bidder make the Winning Bid. In the event the Bidder does not sign the Contract, the Bidder appoints the Auctioneer as the Bidder's agent to incorporate the following information into the Contract:

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| <p><b>7.1</b> Initial Deposit: \$ _____ payable at the time the Buyer signs the Contract unless another time is specified as: _____</p> <p>Balance Deposit: \$ _____ (if any) payable on _____</p> <p>Default Interest Rate: _____ %</p> <p><b>7.2</b> Settlement Date: _____</p> <p>Settlement Location: _____</p> <p><b>7.3</b> Finance Amount: _____</p> <p>Financier: _____</p> <p>Finance Date: _____</p> <p><b>7.4</b> Excluded Fixtures: _____</p> <p>_____</p> <p>_____</p> | <p><b>7.5</b> Property Chattels including: _____</p> <p>_____</p> <p>_____</p> <p><b>7.6</b> Building and/or Pest Inspection Date: _____</p> <p><b>7.7</b> Other Special Conditions: _____</p> <p>_____</p> <p>_____</p> <p>_____</p> |
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The Contract otherwise incorporates the Contract for Houses and Residential Land, as set out in Appendix A.

**8. Authority**

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| <p><b>8.1</b> In the event the Bidder makes the Winning Bid, the Bidder agrees to sign the Contract and do everything else necessary to transfer the Property to the Bidder.</p> <p><b>8.2</b> The Bidder irrevocably appoints the Auctioneer as the Bidder's agent to incorporate the Offer Terms set out in clause 7 and the Winning Bid as the Price and to sign the Contract on the Bidder's behalf.</p> <p><b>8.3</b> Further to clause 8.2, the Bidder authorises the Auctioneer to do the following things on their behalf, in respect of the Property if the Bidder makes the Winning Bid as the Highest Bidder or Sole Bidder for the purchase of the Property via the App:</p> <ol style="list-style-type: none"> <li>(1) complete the 'particulars' page on the Contract in respect of the Property, to incorporate the Offer Terms and the Price; and</li> <li>(2) sign the Contract in respect of the Property and exchange the Contract with the Seller of the Property.</li> </ol> | <p>The Bidder specifies that this authority begins immediately and expires automatically and without further effect on the day that is one day after the Final Bidding Stage.</p> <p><b>8.4</b> The Bidder agrees to ratify and confirm anything the Auctioneer lawfully does in accordance with this clause 8.</p> <p><b>8.5</b> The Auctioneer, Seller Agent and the Seller Agent's directors or licensed sales representatives (as the case may be) have the right, upon confirmation of the Winning Bid in the App, to accept the Highest Bidder or Sole Bidder's offer on behalf of the Seller on the Fall of the Hammer, and the conclusion of the Openn Negotiation process.</p> |
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Signed by the Bidder

Print Name: \_\_\_\_\_

Signed by the Bidder

Print Name: \_\_\_\_\_

**9. Disclaimers and limitation of liability**

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| <p><b>9.1</b> The use of the App and all information and data provided on or through the App is entirely at the Bidder's own risk. The Bidder is responsible for all Bidder activity in connection with accessing and using the App.</p> <p><b>9.2</b> Neither the Seller, Seller Agent, Auctioneer, Owner or Developer warrant, guarantee or make any representation that:</p> <ol style="list-style-type: none"> <li>(1) the App, or the server that makes the App available on the World Wide Web are completely secure, free of software viruses, disabling code or other harmful components;</li> </ol> | <ol style="list-style-type: none"> <li>(2) the functions contained in any software or applications contained on or integrated with the App will operate uninterrupted or are error-free;</li> <li>(3) any errors and defects in the App will be corrected; and</li> <li>(4) unless expressly stated, the information provided on or through the App is suitable, reliable, accurate, current, complete or fit for any particular purpose.</li> </ol> <p><b>9.3</b> Unless expressly stated, the information on the App is provided for information purposes, general interest and enquiry only. Before relying on the information on the App, the Bidder should verify the accuracy of the information and consult with an appropriate professional for specific advice tailored to the Bidder's situation.</p> |
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**9. Disclaimers and limitation of liability (continued)**

- 9.4 To the extent permitted by law, the Seller, Seller Agent, Auctioneer, Owner and Developer exclude all liability for any loss or damage (including indirect and consequential loss) arising from or in connection with:
  - (1) the Bidder's use of the App;
  - (2) the Bidder's reliance on any information provided on or through the App;
  - (3) any delay or inability to use any part of the App; and/or
  - (4) any failure to provide services or any information through the App.

**9.5 Owner's Service**

- 9.5.1 The Owner does not conduct the Openn Negotiation process and the Owner:
  - (1) is not an auctioneer or real estate agent and does not claim to be;
  - (2) does not own or offer for sale the real estate listed on the App; and
  - (3) its role is limited to providing the App for the sale of the Property.
- 9.5.2 The Owner is therefore not responsible or liable:
  - (1) in the event that the Seller or Bidder fails to complete a transaction;
  - (2) for the completion of the sale;
  - (3) for the state and condition of any Property listed on the App or for verifying the Property listed on the App.

**9.6 Liability and Indemnity**

- 9.6.1 The Developer, Owner, Seller Agent, Auctioneer and their officers, directors and employees will not be held liable, in any circumstances,

for any loss or damages which arise out of:

- (1) any use, attempted use and/or any technical failure of the App;
- (2) acting, or failing to act, on any information contained on or referred to on the App; and
- (3) any errors or defects in the App.

- 9.6.2 The Bidder and the Seller release and hold harmless the Seller Agent, Auctioneer, Owner and Developer and their officers, directors and employees from and against all actions, suits, demands, claims, losses, damages and costs whatsoever, whether at law or in equity arising out of:
  - (1) any use, attempted use and/or any technical failure of the App;
  - (2) acting, or failing to act, on any information contained on or referred to on the App; and
  - (3) any errors or defects in the App.

- 9.7 The Bidder indemnifies and will keep indemnified the Seller's Agent, Auctioneer, Owner and the Developer and their officers, directors and employees from and against all actions, suits, demands, claims, losses (including indirect or consequential loss), damages and costs whatsoever, whether at law or in equity arising out of any breach of the App or these Terms.

- 9.8 The Seller, Seller Agent, Auctioneer, Owner and Developer accept no responsibility for any liability suffered by the Bidder as a result of not electing to have the Contract and these Terms reviewed by their lawyer.

**10. Intellectual property**

- 10.1 Unless otherwise indicated, the Parties acknowledge that:
  - (1) the Owner owns or is licensed to use all intellectual property (including copyright, trademarks and designs) subsisting in the content (including any graphics, images, logos, text, material, software) on the App; and

- (2) the content on the App must not be modified, copied, reproduced, republished, framed, uploaded to a third party, posted, transmitted or distributed in any way except as expressly provided for on the App, or as expressly authorised in writing by the Owner.

**11. Privacy**

The Privacy Policy (available at <https://www.openn.com.au/privacy-policy>) forms part of these Terms. By using the App, the Bidder and Seller consent to the collecting, handling and using personal information in accordance with the Privacy Policy.

**12. Termination of access**

The Seller, Seller Agent, Auctioneer, Owner, Developer may terminate access to the App at any time without giving any explanation or justification for the termination of access. None of them are liable to the Bidder for any costs, losses or damages of any kind arising as a consequence of terminating access to the App.

**Bidders Declaration**

The Bidder:

- (1) confirms that if the Bidder is the purchaser of the Property, they confirm their agreement for the sale and settlement of the Contract for the Property as defined in the Act;
- (2) confirms they understand and agree that the Contract will be subject only to the Offer Terms set out in clause 7 (that may be transferred into the Contract by the Auctioneer or the App);
- (3) there is no cooling off period;
- (4) confirms that they have received, prior to signing this document, a copy of the form of the Contract and the Contract for Houses and Residential Land incorporated into the Contract for the Property; and
- (5) warrants that they have had an opportunity to obtain independent legal advice in relation to this document and the Contract

Bidder's Signature

Dated: \_\_\_\_\_

Bidder's Signature

Dated: \_\_\_\_\_

**Seller/s Declaration & Authority**

The Seller:

- (1) confirms that they are the Seller of the Property and confirm their agreement for the sale and settlement of the Contract for the Property;
- (2) confirm their instructions to nominate, authorise and direct the Auctioneer and/or Seller Agent or its directors or licensed sales representatives to complete the details of the Contract to incorporate the Offer Terms made by the Highest Bidder or any Sole Bidder who has made the Winning Bid, including the Price;
- (3) confirm their instructions to nominate, authorise and appoint the Auctioneer as their agent to execute the Contract on the Seller's behalf; and
- (4) warrant they will not make a Seller bid and will not engage in Dummy Bidding.

Seller/s Signature

Dated: \_\_\_\_\_

Seller/s Signature

Dated: \_\_\_\_\_

**APPENDIX A**

**Insert a copy of the Contract for Houses and Residential Land**